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This offering circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of Places for People Capital Markets plc, Places for People Homes Limited, Places for People Treasury plc, Banco Santander, S.A., Barclays Bank PLC, BNP Paribas, Goldman Sachs International, HSBC Bank plc, Lloyds Bank Corporate Markets plc, Merrill Lynch International, Morgan Stanley & Co. International plc, MUFG Securities EMEA plc, National Australia Bank Limited, NatWest Markets Plc, Nomura International plc, RBC Europe Limited and SMBC Nikko Capital Markets Limited or any person who controls any of them or any director, officer, employee or agent of any of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the offering circular distributed to you in electronic format and the hard copy version available to you on request from Banco Santander, S.A., Barclays Bank PLC, BNP Paribas, Goldman Sachs International, HSBC Bank plc, Lloyds Bank Corporate Markets plc, Merrill Lynch International, Morgan Stanley & Co. International

plc, MUFG Securities EMEA plc, National Australia Bank Limited, NatWest Markets Plc, Nomura International plc, RBC Europe Limited and SMBC Nikko Capital Markets Limited.

OFFERING CIRCULAR



PLACES FOR PEOPLE CAPITAL MARKETS PLC

(incorporated in England as a public limited company under the Companies Act 2006 with registered number 7623063)

and

PLACES FOR PEOPLE HOMES LIMITED

(incorporated in England as a registered society with limited liability under the Co-operative and Community Benefit Societies Act 2014 with registration number 19447R and registered with the Regulator of Social Housing under the Housing and Regeneration Act 2008 (as amended), with number L0659)

and

PLACES FOR PEOPLE TREASURY PLC

(incorporated in England as a public limited company under the Companies Act 2006 with registered number 9272235)

£2,000,000,000

Euro Medium Term Note Programme

Under this £2,000,000,000 Euro Medium Term Note Programme (the **Programme**), Places for People Capital Markets plc, Places for People Homes Limited and Places for People Treasury plc (the **Issuers** and each an **Issuer** and references to the **relevant Issuer** being to the Issuer of the relevant Notes) may from time to time issue notes (the **Notes**) denominated in any currency agreed between the relevant Issuer and the relevant Dealer (as defined below).

The payment of all amounts due in respect of Notes issued by Places for People Capital Markets plc and Places for People Treasury plc will be jointly and severally guaranteed by Places for People Homes Limited, Places for People Living+ Limited, Castle Rock Edinvar Housing Association Limited, Cotman Housing Association Limited and Derwent Housing Association Limited (each a **Guarantor** and, together, the **Capital Markets/Treasury Guarantors**). The payment of all amounts due in respect of Notes issued by Places for People Homes Limited will be jointly and severally guaranteed by Places for People Living+ Limited, Castle Rock Edinvar Housing Association Limited, Cotman Housing Association Limited and Derwent Housing Association Limited (each a **Guarantor** and, together, the **Homes Guarantors**). References herein to the **Obligors** shall be to the Issuers, the Capital Markets/Treasury Guarantors and the Homes Guarantors (together, the **Guarantors**) (and each an **Obligor**).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed £2,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

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

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

This Offering Circular has been approved as a base prospectus by the Financial Conduct Authority (the **FCA**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**), with respect to Places for People Capital Markets plc and Places for People Treasury plc. The FCA only approves this Offering Circular as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of Places for People Capital Markets plc or Places for People Treasury plc or the Capital Markets/Treasury Guarantors or of the quality of the Notes that are the subject of this Offering Circular issued by Places for People Capital Markets plc or Places for People Treasury plc. Investors should make their own assessment as to the suitability of investing in the Notes issued by each of Places for People Capital Markets plc or Places for People Treasury plc.

This Offering Circular, which comprises listing particulars with respect to Places for People Homes Limited and is neither (i) a prospectus for the purpose of Part VI of the Financial Services and Markets Act 2000 (as amended, the **FSMA**) nor (ii) a prospectus for the purpose of the Prospectus Regulation, has been approved as listing particulars by the FCA, as competent authority under the FSMA, with respect to Places for People Homes Limited. The FCA only approves this Offering Circular as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation, as required by LR4.2.3 of the FCA's Listing Rules made under Part VI of the FSMA (the **Listing Rules**). Such approval should not be considered as an endorsement of Places for People Homes Limited or the Homes Guarantors or of the quality of the Notes the subject of this Offering Circular issued by Places for People Homes Limited. Investors should make their own assessment as to the suitability of investing in the Notes issued by Places for People Homes Limited.

Application has been made to the FCA for Notes issued under the Programme during the period of 12 months from the date of this Offering Circular to be admitted to the official list of the FCA (the **Official List**) and to the London Stock Exchange plc (the **London Stock Exchange**) for such Notes to be admitted to trading on the London Stock Exchange's regulated market. References in this Offering Circular to Notes being **listed** (and all related references) shall mean that such Notes have been admitted to trading on the London Stock Exchange's regulated market and have been admitted to the Official List. The London Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended) (**MiFID II**).

This Offering Circular (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the EEA). For these purposes, reference(s) to the EEA include(s) the United Kingdom (the UK). The obligation to supplement this Offering Circular in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Offering Circular is no longer valid.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out (i) in respect of Notes issued by Places for People Capital Markets plc or Places for People Treasury plc, in a final terms document (the **Final Terms**) and (ii) in respect of Notes issued by Places for People Homes Limited, in a pricing supplement document (the **Pricing Supplement**) which, in each case, will be delivered to the FCA and the London Stock Exchange. Copies of Final Terms or, as the case may be, Pricing Supplement in relation to Notes will also be published on the website of the London Stock Exchange through a regulatory information service. As used herein, any reference to Final Terms will only be applicable to Notes issued by Places for People Capital Markets plc or Places for People Treasury plc, as applicable, and any reference to a Pricing Supplement will only be applicable to Notes issued by Places for People Homes Limited.

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

Each Issuer has been rated A3 by Moody's Investors Service Limited (**Moody's**) and Places for People Treasury plc has been rated A- by S&P Global Ratings Europe Limited (**S&P**). In addition, the Group Parent (as defined herein) has been rated A by Fitch Ratings Limited (**Fitch**). Moody's is established in the UK and each of S&P and Fitch is established in

the European Union. Each of Moody's, S&P and Fitch is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) and, as such, as at the date of this Offering Circular, is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at <http://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation. Notes issued under the Programme may be rated by Moody's and/or S&P and/or Fitch or may be unrated. Where a Tranche of Notes is rated, such rating or ratings will be disclosed in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, and will not necessarily be the same as the rating or ratings assigned to the relevant Issuer. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Amounts payable on Floating Rate Notes may be calculated by reference to one of LIBOR or EURIBOR as specified in the applicable Final Terms or applicable Pricing Supplement, as the case may be. As at the date of this Offering Circular, ICE Benchmark Administration Limited (as administrator of LIBOR) and the European Money Markets Institute (as administrator of EURIBOR) are both included in ESMA's register of administrators under Article 36 of the Regulation (EU) No. 2016/1011 (the **Benchmarks Regulation**).

Arranger

Morgan Stanley

Dealers

Barclays

BofA Securities

HSBC

Morgan Stanley

National Australia Bank Limited

Nomura

Santander Corporate & Investment Banking

BNP PARIBAS

Goldman Sachs International

Lloyds Bank Corporate Markets

MUFG

NatWest Markets

RBC Capital Markets

SMBC Nikko

The date of this Offering Circular is 11 December 2020.

IMPORTANT INFORMATION

This Offering Circular comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation in relation to Notes issued by each of Places for People Capital Markets plc and Places for People Treasury plc. The form of Final Terms set out in "*Applicable Final Terms*" forms part of the base prospectus and does not form part of the listing particulars.

This Offering Circular comprises listing particulars for the purposes of the Listing Rules in relation to Notes issued by Places for People Homes Limited. The form of Pricing Supplement set out in "*Applicable Pricing Supplement*" forms part of the listing particulars and does not form part of the base prospectus.

Each Obligor accepts responsibility for the information contained in this Offering Circular and (i) Places for People Capital Markets plc, Places for People Treasury plc and the Capital Markets/Treasury Guarantors accept responsibility for the information contained in the applicable Final Terms and (ii) Places for People Homes Limited and the Homes Guarantors accept responsibility for the information contained in the applicable Pricing Supplement, as applicable, for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Obligors, the information contained in this Offering Circular is in accordance with the facts and this Offering Circular makes no omission likely to affect its import.

This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated in it by reference (see "*Documents Incorporated by Reference*"). This Offering Circular shall be read and construed on the basis that those documents are incorporated in and form part of this Offering Circular.

Other than in relation to the documents which are deemed to be incorporated by reference (see "*Documents Incorporated by Reference*"), the information on the websites to which this Offering Circular refers does not form part of this Offering Circular and has not been scrutinised or approved by the FCA.

Neither the Dealers (including any of their respective affiliates) nor the Trustee (as defined below) have independently verified the whole or any part of the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers (including any of their respective affiliates) or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Offering Circular or any other information provided by the Obligors in connection with the Programme. No Dealer (including any of its respective affiliates) or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Obligors in connection with the Programme or any responsibility for the acts or omissions of the Obligors or any other person (other than the relevant Dealer or, in the case of the Trustee, the Trustee) in connection with the issue and offering of the Notes.

No person is or has been authorised by the Obligors or the Trustee to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Obligors, any of the Dealers (including any of their respective affiliates) or the Trustee.

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

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained in it concerning the Obligors is correct at any time subsequent to its date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers (including their respective affiliates) and the Trustee expressly do not undertake to review the financial condition or affairs of the Obligors during the life of the Programme or to advise any investor in Notes issued under the Programme of any information coming to their attention.

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

IMPORTANT - EEA AND UK RETAIL INVESTORS – If the Final Terms or the Pricing Supplement, as applicable, in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA and UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

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

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

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

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

IMPORTANT INFORMATION RELATING TO THE USE OF THIS OFFERING CIRCULAR AND OFFERS OF NOTES GENERALLY

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Obligors, the Dealers and the Trustee do not represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms or applicable Pricing Supplement, as the case may be, no action has been taken by the Obligors, the Dealers or the Trustee which is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular 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 Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the EEA (including Belgium and, for these purposes, the United Kingdom), Japan, Australia, Singapore and Hong Kong (see "*Subscription and Sale*").

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Presentation of Financial Information

Unless otherwise indicated, the financial information in this Offering Circular relating to each Obligor has been derived from the audited consolidated financial statements of such Obligor for the financial year ended 31 March 2020.

Each Obligor's financial year ends on 31 March and references in this Offering Circular to any specific year in relation to such Obligor are to the 12-month period ended on 31 March of such year.

Certain Defined Terms and Conventions

Capitalised terms which are used but not defined in any particular section of this Offering Circular will have the meaning attributed to them in "*Terms and Conditions of the Notes*" or any other section of this Offering Circular. In addition, the following terms as used in this Offering Circular have the meanings defined below:

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

Certain figures and percentages included in this Offering Circular have been subject to rounding adjustments; accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

SUITABILITY OF INVESTMENT

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

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers and/or any other adviser that such investor considers appropriate to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and

(3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

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STABILISATION

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

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms (in respect of Notes issued by Places for People Capital Markets plc or Places for People Treasury plc) or the applicable Pricing Supplement (in respect of Notes issued by Places for People Homes Limited).

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 (the **Delegated Regulation**).

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

Issuers: Places for People Capital Markets plc
Places for People Homes Limited
Places for People Treasury plc

Issuer Legal Entity Identifiers (LEIs):

Places for People Capital Markets plc 213800YZJ9T9YA4ENG50
Places for People Homes Limited 2138006VZYSUOICR2M02
Places for People Treasury plc 213800B9U45TFBXW5K67

Guarantors (in the case of Notes issued by Places for People Capital Markets plc and Places for People Treasury plc): Places for People Homes Limited
Places for People Living+ Limited
Castle Rock Edinvar Housing Association Limited
Cotman Housing Association Limited
Derwent Housing Association Limited

Guarantors (in the case of Notes issued by Places for People Homes Limited): Places for People Living+ Limited
Castle Rock Edinvar Housing Association Limited
Cotman Housing Association Limited
Derwent Housing Association Limited

Risk Factors: There are certain factors that may affect the relevant Issuer's ability to fulfil its obligations under Notes issued under the Programme and certain factors that may affect the Guarantors' ability to fulfil their obligations under the relevant Guarantees. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular series of Notes issued under the Programme. All of these are set out under "*Risk Factors*".

Programme Size: Up to £2,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Obligors may increase the amount of the Programme in accordance with the terms of the Programme Agreement.

Description: Euro Medium Term Note Programme

Arranger: Morgan Stanley & Co. International plc

Dealers: Banco Santander, S.A.
Barclays Bank PLC
BNP Paribas
Goldman Sachs International
HSBC Bank plc
Lloyds Bank Corporate Markets plc

Merrill Lynch International
Morgan Stanley & Co. International plc
MUFG Securities EMEA plc
National Australia Bank Limited (ABN 12 004 044 937)
NatWest Markets Plc
Nomura International plc
RBC Europe Limited
SMBC Nikko Capital Markets Limited
and any other Dealers appointed in accordance with the Programme Agreement.

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

Notes having a maturity of less than one year

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

Issuing and Principal Paying Agent:

The Bank of New York Mellon, London Branch

Trustee:

Prudential Trustee Company Limited

Currencies:

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

Maturities:

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

Issue Price:

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

Distribution:

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

Form of Notes:

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

Fixed Rate Notes:

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

Floating Rate Notes:

Floating Rate Notes will bear interest at a rate determined:

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

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

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

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate, or both.

Where Screen Rate Determination is specified in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, as the manner in which the Rate of Interest is to be determined for Floating Rate Notes, on the occurrence of a Benchmark Event the relevant Issuer shall use its reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser that may (subject to certain conditions) determine a Successor Rate, failing which an Alternative Reference Rate and, in either case, an Adjustment Spread, and Benchmark Amendments (if any) in accordance with Condition 3.2(c) (*Benchmark Replacement*).

Index Linked Notes:

The Programme provides for the issue of Notes in respect of which the amount of interest payable (**Index Linked Interest Notes**) and/or the amount to be repaid upon redemption of the Notes (**Index Linked Redemption Notes**) and, together with Index Linked Interest Notes, **Index Linked Notes**) may be calculated by reference to the United Kingdom Retail Prices Index. Where Notes are specified as being Index Linked Notes in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, the additional provisions set out in Condition 5 will apply.

Index Linked Notes may also have a maximum interest rate, a minimum interest rate or both.

Zero Coupon Notes:

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.

Redemption:

The applicable Final Terms or the applicable Pricing Supplement, as the case may be, will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than (i) for taxation reasons; (ii) following an Event of Default; or (iii) in the case of Index Linked Notes only, for Index Reasons) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity

and at a price or prices and on such other terms as may be agreed between the relevant Issuer and the relevant Dealer.

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

Denomination of Notes:

The Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions – Notes having a maturity of less than one year*" above, and save that the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Taxation:

All payments made by or on behalf of an Obligor in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by the United Kingdom unless such deduction is required by law as provided in Condition 8. In the event that any such deduction is made, the relevant Issuer or, as the case may be, the relevant Guarantors will, save in certain limited circumstances provided in Condition 8, be required to pay additional amounts to cover the amounts so deducted.

Negative Pledge:

The terms of the Notes will not contain a negative pledge provision.

Financial Covenant:

The terms of the Notes will contain a financial covenant as further described in Condition 4.

Cross Acceleration:

The terms of the Notes will contain a cross acceleration provision as further described in Condition 10.

Status of the Notes:

The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Issuer, from time to time outstanding.

Guarantees:

The Notes issued by Places for People Capital Markets plc and Places for People Treasury plc will be unconditionally and irrevocably guaranteed, on a joint and several basis, by the Capital Markets/Treasury Guarantors. The Notes issued by Places for People Homes Limited will be unconditionally and irrevocably guaranteed, on a joint and several basis, by the Homes Guarantors. The obligations of each Guarantor under the relevant Guarantee will be direct, unconditional and unsecured obligations of each relevant Guarantor and will rank *pari passu* and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Guarantor, from time to time outstanding.

Rating:

Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating or ratings will be disclosed in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, and will not necessarily be the same as the rating or ratings assigned to the relevant Issuer. A security

rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Listing:

Application has been made for Notes issued under the Programme to be listed on the London Stock Exchange's regulated market.

Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the relevant Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms or the applicable Pricing Supplement, as the case may be, will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Governing Law:

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

Selling Restrictions:

There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Belgium and, for these purposes, the United Kingdom), Japan, Australia, Singapore and Hong Kong and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see "*Subscription and Sale*".

United States Selling Restrictions:

Reg. S compliance, Category 2. TEFRA C, TEFRA D, or TEFRA not applicable, as specified in the applicable Final Terms or the applicable Pricing Supplement, as the case may be.

RISK FACTORS

In purchasing Notes, investors assume the risk that the relevant Issuer and any relevant Guarantor may become insolvent or otherwise be unable to make all payments due in respect of the Notes and/or the relevant Guarantee. There is a wide range of factors which individually or together could result in the relevant Issuer or any relevant Guarantor becoming unable to make all payments due in respect of the Notes and/or the relevant Guarantee. The Issuers and the Guarantors have identified in this Offering Circular a number of factors which could materially adversely affect their businesses and ability to make payments due in respect of the Notes and/or the relevant Guarantee. However, the Issuers and the Guarantors may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the Issuers' and the Guarantors' control.

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

The Issuers and the Guarantors believe that the factors described below represent the principal risks inherent in investing in the Notes issued under the Programme, but the inability of the relevant Issuer or any relevant Guarantor to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuers and the Guarantors do not represent that the statements below regarding the risks of holding any Notes are exhaustive.

Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision.

1. FACTORS THAT MAY AFFECT PLACES FOR PEOPLE CAPITAL MARKETS PLC'S OR PLACES FOR PEOPLE TREASURY PLC'S ABILITY TO FULFIL THEIR RESPECTIVE OBLIGATIONS UNDER NOTES ISSUED BY THEM UNDER THE PROGRAMME

A) *Special Purpose Financial Entities*

Places for People Capital Markets plc and Places for People Treasury plc (each a **Group Funding Issuer**) are each special purpose financial entities with no business operations other than the incurrence of financial indebtedness, including the issuance of Notes, and on-lending the proceeds thereof to or for the benefit of Places for People Homes Limited (where Places for People Capital Markets plc is the relevant Issuer) and any Guarantor (subject to certain limited exceptions) (where Places for People Treasury plc is the relevant Issuer). As such, each Group Funding Issuer is entirely dependent upon receipt of funds received from Places for People Homes Limited or the relevant Guarantor(s) in order to fulfil its respective obligations under the Notes.

Delays in the receipt of payments due from Places for People Homes Limited or the relevant Guarantor(s) (as applicable) under its internal loan agreement(s) could adversely affect the ability of the relevant Group Funding Issuer to fulfil its obligations under the Notes.

B) *Payment under the Notes by the Group Funding Issuers is subject to the credit risk of the Guarantors*

Each Group Funding Issuer, and therefore payments by such Group Funding Issuer to the Noteholders in respect of the Notes, will be subject to the credit risk of Places for People Homes Limited (where Places for People Capital Markets plc is the relevant Issuer) and the relevant Guarantor(s) that borrow from Places for People Treasury plc and therefore guarantee Places for People Treasury plc's debt (where Places for People Treasury plc is the relevant Issuer). Each Group Funding Issuer will be subject to the risk of delays in the receipt, or risk of defaults in the making, of payments due from Places for People Homes Limited (where Places for People Capital Markets plc is the relevant Issuer) and the relevant Guarantor(s) (where Places for People Treasury plc is the relevant Issuer) under the loan agreements entered into between such Group Funding Issuer and Places for People Homes Limited or the relevant Guarantor(s) (as applicable) in respect of the proceeds of the Notes. Delays in the receipt of payments due from Places for People Homes Limited or the relevant Guarantor(s) (as applicable) under its internal loan agreement(s) could adversely affect the ability of the relevant Group Funding Issuer to fulfil its payment obligations under the Notes.

For a discussion of the factors which may affect the Guarantors' ability to fulfil their obligations under the relevant Guarantee, please see "*Factors that may affect the Guarantors' ability to fulfil their obligations under the relevant Guarantee*" below.

2. FACTORS THAT MAY AFFECT PLACES FOR PEOPLE HOMES LIMITED'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER NOTES ISSUED BY IT UNDER THE PROGRAMME

Places for People Homes Limited is a Registered Provider of Social Housing and a not-for-profit organisation whose activities are regulated by the Regulator of Social Housing. Factors which may affect its ability to fulfil its obligations under Notes issued by it are the same factors which may affect its ability to fulfil its obligations as Guarantor under the relevant Guarantee in respect of Notes issued by Places for People Capital Markets plc and Places for People Treasury plc. For a discussion of such factors, please see "*Factors that may affect the Guarantors' ability to fulfil their obligations under the relevant Guarantee*" below.

A) Credit Risk

Places for People Homes Limited, and therefore payments by Places for People Homes Limited to the Noteholders in respect of the Notes, will be subject to the credit risk of the Guarantors. Places for People Homes Limited will be subject to the risk of delays in the receipt, or risk of defaults in the making, of payments due from any Guarantor(s) under the relevant loan agreements entered into between Places for People Homes Limited and any Guarantor(s) in respect of the proceeds of the Notes. Delays in the receipt of payments due from any Guarantor(s) under its respective loan agreement could adversely affect the ability of Places for People Homes Limited to fulfil its payment obligations under the Notes.

For a discussion of the factors which may affect the Guarantors' ability to fulfil their obligations under the relevant Guarantee, please see "*Factors that may affect the Guarantors' ability to fulfil their obligations under the relevant Guarantee*" below.

3. FACTORS THAT MAY AFFECT THE GUARANTORS' ABILITY TO FULFIL THEIR OBLIGATIONS UNDER THE RELEVANT GUARANTEE A) RISKS RELATED TO RENTAL INCOME

For background, please refer to "*Description of the Social Housing Sector in England and Scotland*" below.

The tenants of the Guarantors' social housing (as defined in Part 2 of the Housing and Regeneration Act 2008, or in relation to housing in Scotland, being housing owned and managed by a local authority or a Registered Social Landlord) properties are personally responsible for the rental payments on the relevant occupied properties, and consequently the Guarantors are exposed to the risk of arrears and bad debts. In the event that any such tenants fail to pay rent in full on a timely basis, this could also affect the ability of a Guarantor to meet its payment obligations under the relevant Guarantee.

The Guarantors and their tenants receive a material proportion of their rental income from housing benefit or Universal Credit payable by local authorities or the Department of Work and Pensions (**DWP**), respectively. Whilst, as at the date of this Offering Circular, social housing rents in England have been set at the Consumer Price Index (**CPI**) plus 1 per cent. formula for five years from 1 April, 2020, any future reduction in rental income could, if material, adversely affect the ability of each Guarantor to meet its payment obligations under the relevant Guarantee. As at the date of this Offering Circular, there is no rent increase cap operative in Scotland.

Collection of rental income is dependent on a stable external environment. Sudden domestic or global macro-events, including, without limitation, Covid-19, may adversely affect the Guarantors' ability to collect rental income on a timely basis or may cause rental arrears to rise. For example, a prolonged banking payment systems issue could lead to a delay in the receipt of rental income. Such events may eventually adversely affect the ability of each affected Guarantor to make payments in respect of the relevant Guarantee.

B) *Capital Resources & Treasury Risk*

To mitigate liquidity risk and augment its capital resources, the Guarantors currently rely on financing through legacy committed term credit facilities from a mixture of major banks and other sources of finance and revolving credit facilities with Places for People Treasury plc (and on-lent to the Guarantors), the latter typically up to five years. In the case of Places for People Homes Limited, it also holds slightly longer term fixed rate capital markets debt which matches the longer term nature of its housing assets and private placements which have also been denominated in foreign currency and swapped back and fixed in sterling.

The relatively shorter term bank lines could become unavailable to the Guarantors if, for example, banks decline to renew existing facilities to Places for People Treasury plc, which in turn could therefore become unable to on lend to the Guarantors, or if a reduction in any relevant credit rating makes the cost of accessing the public and private debt markets prohibitive. Although Places for People Treasury plc, on behalf of each Guarantor, considers that the diversity of its financing helps to protect it from liquidity risk, it could find itself unable to access these sources of financing and consequently unable to on lend such financing to the Guarantors as required. This could, in turn, impact upon a Guarantor's cash flow and its ability to satisfy any asset cover covenants which it is required to maintain pursuant to the terms of existing financing arrangements or its ability to make any payments required under the Guarantee.

Each Guarantor, but to the greatest extent Places for People Homes Limited, is also subject to interest rate and currency risk in respect of its variable rate lines of credit and overseas borrowings.

C) *Risks related to the operations of the Guarantors*

Residential property investment is subject to varying degrees of operational risk. Political factors can influence Government regulation and planning and tax laws might adversely impact a Guarantor's ability to develop land acquired, or the value of its land investments. Interest rate increases, build cost inflation and the cost of financing can all adversely impact outturn development costs reducing rental yields and profitability on for sale developments.

Each Guarantor needs to continue to invest in its stock of housing assets held for rent and in its neighbourhoods in order to maintain its stock condition and to guard against neighbourhood decline and stock obsolescence. The UK Government has imposed a duty on all public sector landlords to ensure that their properties conform to a "Decent Homes Standard" and the Scottish Government has imposed a duty on all social landlords to ensure that their properties conform to the "Scottish Housing Quality Standard".

Each Guarantor faces operational risk resulting from major systems failure or breaches in systems security; although each Guarantor has prepared disaster recovery plans in order to mitigate against this, it is dependent upon each Guarantor's IT and technology systems in order to deliver normal business process. As each business grows and diversifies it needs to recruit staff with the requisite skills and competencies to deliver its vision; it also needs to invest in the skills and competencies of its existing staffing resources in order to develop and retain expertise to deliver its plans and guard against business failure. Each business is also at risk of the consequences of theft, fraud, health and safety and environmental issues, natural disaster and acts of terrorism (in relation to health and safety risks, see also "*Risks related to Health and Safety*"). Operational risk of this kind can occur in many forms including, among others, errors, business interruptions, inappropriate behaviour of, or misconduct by, employees or of those contracted to perform services for a Guarantor, and also third parties that fail to perform in accordance with their contractual agreements. These events could result in financial loss to a Guarantor and, consequently, affect the ability of such Guarantor to make any payment required of it in respect of the Guarantee.

D) *Risks Relating to the Housing Market*

Residential property investment is subject to varying degrees of market risk. Market risks which may impact upon both the rental market and the development of residential properties include the risk of changes to Government regulation, including, but not limited to, regulation relating to planning, taxation, landlords and tenants and welfare benefits. Furthermore, the maintenance of existing properties, development of existing sites and acquisition of additional sites may

be subject to the availability of finance facilities and the costs of facilities, interest rates and inflation each of which may also have an effect on the housing market. Among other things, these market risks may impact upon the expenses incurred by a Guarantor associated with existing residential properties, rental income produced by these properties, the value of its existing investments, its ability to develop land that it has acquired and its ability to acquire additional sites. This could, in turn, impact upon such Guarantor's cash flow and its ability to satisfy any asset cover covenants which it is required to maintain pursuant to the terms of existing financing arrangements or its ability to make any payments required under the Guarantee.

E) *Risks related to Health and Safety*

Health and safety incidents, including, but not limited to, fire, asbestos exposure or lift failure could result in fatalities and serious injuries to residents of the properties owned and managed by Registered Providers of Social Housing and Registered Social Landlords. Such incidents could lead to regulatory intervention, increased regulation on for example health and safety, fire safety or buildings, or reputational damage which could, in turn, interrupt the Guarantors' ability to provide social housing.

If more stringent building regulations were to be introduced following a major health and safety incident, this could also increase the financial burden on the Guarantors, impacting the Guarantors' cash flow and ability to make any payments required under the Guarantee.

F) *Risks related to UK Government Policy*

Risks related to Welfare Reform

For background please refer to "*Description of the Social Housing Sector in England and Scotland*" below.

The Guarantors receive a proportion of their rental income from housing benefit payable by local authorities. If there is a reduction or termination by the United Kingdom government (the **UK Government**) of housing benefit in England and Scotland, then this may accordingly have an adverse impact on the payment of rent, as the tenants would have to pay a higher proportion of the rent themselves and may not be able to make such payments. Non-payment, partial payment or any delay in payment of rent by the tenants could increase rental income arrears and bad debts, and could have an adverse effect on the ability of a Guarantor to meet its obligations under the relevant Guarantee.

Risks related to the Household Benefit Cap and Occupation Size Criteria

For background please refer to "*Description of the Social Housing Sector in England and Scotland*" below.

The reduction in the household benefit cap and the introduction of occupation size criteria may have an adverse impact on the ability of those tenants affected by the Welfare Reform and Work Act 2016 to pay their rent (particularly where the other sources of income of those tenants remain unchanged or decrease), as, where the total amount of welfare benefits exceeds the benefit cap, the local authority will reduce a claimant's entitlement to housing benefits by the amount of that excess, meaning that affected tenants would have to pay a larger proportion of the rent themselves. Such affected tenants may not be in a position to make such payments and any resultant non-payment, partial payment or any delay in payment of rent by such tenants could increase rental income arrears and bad debts, and could have an adverse effect on the ability of a Guarantor to meet its obligations under the relevant Guarantee.

In addition, the benefit cap will increasingly be administered through Universal Credit. This could, in turn, have an adverse impact on a Guarantor's cash flow that could affect the ability of such Guarantor to meet its payment obligations under the relevant Guarantee. "*Risks related to Universal Credit*" below.

Risks related to Universal Credit

For background please refer to "*Description of the Social Housing Sector in England and Scotland*" below.

The implementation of Universal Credit is likely to increase transaction costs and the receipt of rental payments by the Guarantors, as landlords, may be delayed by the failure of the tenant to apply for Universal Credit and/or regularly pay rent which is due in addition to the housing benefit and/or, in circumstances where the housing benefit is not paid directly to the landlord, a failure to pass on the housing benefit payments to the landlord. In such circumstances, non-payment,

partial payment or any delay in payment of rent could increase rental income arrears and bad debts and may affect the ability of a Guarantor to meet its payment obligations under the relevant Guarantee.

G) *Risks related to the COVID-19 Pandemic*

In March 2020, the World Health Organisation declared the outbreak of a new infectious disease known as "COVID-19", caused by the severe acute respiratory syndrome coronavirus 2 (commonly known as SARS-CoV-2), to be a global pandemic. COVID-19 was first identified in China in December 2019 and spread rapidly in almost all regions around the world, and has resulted in a rapid deterioration of the political, socio-economic and financial situation globally. In response to the COVID-19 pandemic, many countries, including the UK, implemented a range of emergency measures to stop the disease spreading more broadly, which resulted in many businesses being required to close temporarily with a resultant impact on unemployment and the macro-economic outlook. Whilst certain of the emergency measures initially implemented by the UK Government and the Scottish Government to control the spread of the disease were eased during the period from June 2020 to September 2020, as at the date of this Offering Circular a further resurgence of the disease has resulted in the implementation by the UK Government and the Scottish Government of certain new emergency measures. As at the date of this Offering Circular, the Guarantors have not experienced a significant impact on their business operations as a result of the emergency measures implemented by the UK Government and the Scottish Government to such date. However, as at the date of this Offering Circular it is difficult to predict the full extent of the effect which COVID-19 may have from a public health perspective and from an economic standpoint and any further measures that may be adopted with a view to containing its spread. The application of any further measures for a sustained period could have a material adverse effect on the Guarantors' operations and economic conditions and financial markets worldwide which, in turn, could affect the ability of a Guarantor to meet its payment obligations under the relevant Guarantee.

H) *Environmental considerations*

Under relevant UK environmental legislation, liability for environmental matters can be imposed on the "owner" or any "person in control" of land. The term "owner" is not specifically defined and could include anyone with a proprietary interest in a property. Environmental laws may impose liability on the owner for clean-up costs if a property is or becomes contaminated. A Guarantor may therefore be liable for the entire amount of the clean-up and redemption costs for a contaminated site regardless of whether the contamination was caused by it or not. These costs may be significant and could have an adverse effect on a Guarantor's cash flow that could affect the ability of such Guarantor to meet its payment obligations under the relevant Guarantee.

In addition, the presence of hazardous or toxic substances, or the failure to adequately remedy adverse environmental conditions at a property, may adversely affect its market value, as well as a Guarantor's ability to sell, lease or refinance the property. Any environmental liability imposed on a Guarantor could result in a shortfall in funds available to meet such Guarantor's payment obligations under the relevant Guarantee.

I) *The relationship of the United Kingdom with the European Union may affect the business of the Group*

Under the terms of the ratified EU-UK article 50 withdrawal agreement (the **Article 50 withdrawal agreement**), a transition period has now commenced which will last until 31 December 2020. During this period, most EU rules and regulations will continue to apply to and in the UK and negotiations in relation to a free trade agreement will be ongoing. During the transition period, the UK and the EU may not reach agreement on the future relationship between them, or may reach a significantly narrower agreement than that envisaged by the political declaration of the European Commission and the UK Government.

Due to the on-going political uncertainty as regards the terms of the UK's withdrawal from the EU and the structure of the future relationship, the precise impact on the business of the Group is difficult to determine. As such, no assurance

can be given that such matters would not adversely affect the ability of the Guarantors to meet their payment obligations under the relevant Guarantees.

J) Risks related to sufficiency of Insurance

Although each of the properties owned by each Guarantor is insured at appropriate levels and against customary risks (to a level sufficient to satisfy bank lenders), 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 interruption in income or any loss or damage caused to a property not adequately covered by insurance could result in a shortfall in funds available to a Guarantor to meet its payment obligations under the relevant Guarantee.

4. RISKS RELATED TO REGULATION

A) Risks related to the regulation of Social Housing

For background please refer to "*Description of the Social Housing Sector in England and Scotland*" below.

England

In England, the regulation of Registered Providers of Social Housing is the responsibility of the Regulator of Social Housing.

Any breach of new or existing regulations could lead to the exercise of the Regulator of Social Housing's statutory powers. 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 of Social Housing's published regulatory judgement and agreement with the Regulator of Social Housing of the corrective action to be taken. Any significant costs which result from such regulation or the exercise of such statutory powers by the Regulator of Social Housing could affect the ability of a Guarantor to meet its payment obligations under the relevant Guarantee.

Scotland

In Scotland, the regulation of Registered Social Landlords is the responsibility of the Scottish Housing Regulator.

Any breach of new or existing regulations could lead to the exercise of the Scottish Housing Regulator's statutory powers. These statutory powers include conducting inquiries, the appointment of statutory managers, the suspension and removal of officers, the appointment of officers and a direction for the transfer of assets. Any significant costs which result from such regulation or the exercise of such statutory powers by the Scottish Housing Regulator could affect the ability of Castle Rock Edinvar Housing Association Limited to meet its payment obligations under the relevant Guarantee.

B) Risks related to Housing Grant

For background, please refer to "*Description of the Social Housing Sector in England and Scotland*" below.

The Guarantors have historically received, and are expecting to receive, grant funding from a variety of sources, including Homes England (and in relation to Castle Rock Edinvar Housing Association Limited, from the Scottish Government, the City of Edinburgh Council and/or the City of Glasgow Council) and in July 2018, the Group was announced as one of Homes England's strategic partners to deliver more affordable homes across England. This partnership has resulted in £74 million of new grant which will allow the Group to deliver 2,600 affordable new homes.

However, 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 Homes England (or in relation to Castle Rock Edinvar Housing Association Limited, the Scottish Government, the City of Edinburgh Council and/or the City of Glasgow Council) 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 Capital Funding Guide and the Recovery of Capital Grants and Recycled Capital Grant Fund General Determination 2017 of Homes England (or the terms governing any housing association grant provided to Castle Rock Edinvar Housing Association Limited), 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. Any such reduction in, withdrawal of, repayment or re-use of grant funding could adversely impact the future

development of a Guarantor and could affect the ability of a Guarantor to meet its payment obligations under the relevant Guarantee.

C) *Risks related to the moratorium regime – Housing Administration*

A new special administration regime for Registered Providers of Social Housing in England came into force on 5th July, 2018 and replaced the former moratorium regime.

Under the new regime, no step may be taken by any person other than the Secretary of State for Housing, Communities and Local Government for the winding-up, entry into administration by or enforcement of security of a Registered Provider of Social Housing, unless 28 days' notice of that step has been given to the Regulator of Social Housing and elapsed, or the Regulator of Social Housing has waived the notice requirement.

During that 28 day period the Secretary of State or the Regulator of Social Housing, with the consent of the Secretary of State, may apply for a housing administration order.

The new regime preserves a moratorium on disposals of land. However, each housing administration order will last for 12 months (subject to certain exceptions), during which there will be restrictions on disposing of social housing assets.

Each of the Guarantors (other than Castle Rock Edinvar Housing Association Limited) is a Registered Provider of Social Housing. The new housing administration regime may delay the disposal of social housing assets where a Guarantor becomes insolvent. In turn, if such Guarantor does not have sufficient cash resources, this may affect the ability of such Guarantor to meet any payment obligations under the relevant Guarantee.

5. FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME

Risks related to the structure of a particular issue of Notes

Fixed Rate, Floating Rate and Index Linked Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of such features:

A) *If the relevant Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return*

An optional redemption feature of Notes is likely to limit their market value. During any period when the relevant Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

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

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

C) *Notes which are linked to the Retail Prices Index (Index Linked Notes)*

Index Linked Notes may be issued on terms that the amount of interest payable on each interest payment date and/or the amount to be repaid upon redemption of the Notes will be calculated by reference to movements in RPI during a reference period. RPI may go down as well as up.

Where Notes are issued in respect of which the amount of interest payable is subject to adjustment by reference to the RPI, a decrease in RPI over the reference period will reduce the interest amount for the relevant interest payment. In a deflationary environment, the annual interest received may be lower than the specified rate of interest. Where the amount payable upon redemption of the Notes is subject to adjustment by reference to RPI, a decrease in RPI over the reference period may reduce the amount to be repaid upon redemption of the Notes to less than the face amount of the Notes, unless the applicable Final Terms or the applicable Pricing Supplement, as the case may be, specifies a minimum redemption amount which is equal to or higher than the face principal amount of the Notes.

In respect of such Index Linked Notes, potential investors should be aware that:

- the market price may be volatile;
- they may receive no interest;
- payment of principal or interest may occur at a different time than expected;
- the amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero;
- an index may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices; and
- the timing of changes in an index may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the relevant index, the greater the effect on yield.

D) *Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates*

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities. Such volatility could have a material adverse effect on the value of, and return on, any such Notes.

E) *The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"*

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

The Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU (which for these purposes, includes the United Kingdom). Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of

the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

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

Specifically, the sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks. The FCA has indicated through a series of announcements that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

Separately, the euro risk-free rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system.

It is not possible to predict with certainty whether, and to what extent, LIBOR and EURIBOR will continue to be supported going forwards. This may cause LIBOR and EURIBOR to perform differently than they have done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes, or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

The Conditions of the Notes provide for certain fallback arrangements in the event that an Original Reference Rate and/or any page on which an Original Reference Rate may be published (or any other successor service) becomes unavailable or a Benchmark Event (as defined in the Conditions) otherwise occurs. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in the Conditions), with the application of an Adjustment Spread and may include amendments to the Conditions of the Notes, the Trust Deed and/or the Agency Agreement to ensure the proper operation of the successor or replacement benchmark, all as determined by the relevant Issuer (acting in good faith and in consultation with an Independent Adviser). An Adjustment Spread could be positive or negative or zero and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of an Original Reference Rate. However, it may not be possible to determine or apply an Adjustment Spread and, even if an Adjustment Spread is applied, such Adjustment Spread may not be effective to reduce or eliminate economic prejudice to investors. The use of a Successor Rate or Alternative Rate and an Adjustment Spread will still result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Rate or, in either case, an Adjustment Spread is determined, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Risks related to Notes generally

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

A) *Redemption for Tax reasons*

Under the Conditions of the Notes (see Condition 7.2 (*Redemption for tax reasons*)) below, the relevant Issuer may, in certain circumstances, exercise its option to redeem the Notes if that Issuer has or will, as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax or any change in the application or official interpretation of such laws or regulations, become obliged to pay additional amounts in respect of tax on the Notes or if the relevant Guarantors have become obliged to make payment under or pursuant to the relevant Guarantee and in making such payments they would be required to pay any such additional amounts. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes and may only be able to do so at a significantly lower rate.

B) *Investors may suffer a loss if they sell Notes prior to the maturity date of such Notes*

The market value of Notes issued under the Programme may increase or decrease following the Issue Date as a result of a number of factors including, but not limited to, market appetite, inflation, the time of redemption, interest rates and financial position of the relevant Issuer or the relevant Guarantors. Consequently, if an investor chooses to sell Notes issued under the Programme at any time prior to their maturity, the price it receives from a purchaser may be less than its original investment in the Notes causing such investor to suffer a loss.

C) *The Conditions of the Notes contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Trustee which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders*

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

The Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 15.

D) *The value of the Notes could be adversely affected by a change in English law or administrative practice*

The Conditions of the Notes are based on English law and regulatory and administrative practice in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to English law or regulatory or administrative practice in the United Kingdom (including to United Kingdom tax law, or the interpretation or administration thereof, or to the published practice of HM Revenue & Customs (**HMRC**)) after the date of this Offering Circular and any such change could materially adversely impact the value of any Notes affected by it.

E) *Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued*

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

need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

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

6. RISKS RELATED TO THE MARKET GENERALLY

Set out below is a description of material market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

A) There may not be a liquid secondary market for the Notes and their market price may be volatile

The Notes may have no established trading market when issued, and one may never develop. If a market for the Notes does develop, it may not be very liquid. The development or continued liquidity of any secondary market for the Notes will be affected by a number of factors such as the state of the credit markets in general and the creditworthiness of the Obligors, as well as other factors such as time remaining to the maturity of the Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks and are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. This lack of liquidity may have a severely adverse effect on the market value of the Notes.

B) Exchange rate fluctuations and exchange controls may adversely affect an investor's return on its investments in the Notes and/or the market value of the Notes

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

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

C) Credit ratings assigned to the relevant Issuer or any Notes may not reflect all risks associated with an investment in those Notes

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European (including UK) regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU or in the UK and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-EU and non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered or UK-registered credit rating agency or the relevant non-EU or non-UK rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended,

subject to transitional provisions that apply in certain circumstances). If the status of the rating agency rating the Notes changes, European (including UK) regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European (including UK) regulated investors selling the Notes which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Offering Circular.

D) The value of Fixed Rate Notes may be adversely affected by movements in market interest rates

Fixed Rate Notes bear interest at a fixed rate. Potential investors should note that (i) if interest rates start to rise then the income to be paid by the Notes might become less attractive and the price they get if they sell could fall. However, the market price of the Notes from time to time has no effect on the total income investors receive or what investors get back on expiry of the Notes if they hold on to the Notes until they expire; and (ii) inflation will reduce the real value of the Notes over time, which may affect what the investors could buy with their investment in the future and which may make the fixed rate on the Notes less attractive in the future, again affecting the price that an investor could realise on a sale of the Notes.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are published simultaneously with this Offering Circular and have been filed with the FCA, shall be incorporated in, and form part of, this Offering Circular:

- (a) the auditors' report and audited annual financial statements for the financial year ended 31 March 2020 of Places for People Homes Limited including the information set out at the following pages in particular:

(i)	Statement of Financial Position.....	Page 14
(ii)	Income Statement.....	Page 13
(iii)	Accounting Principles and Notes.....	Pages 16 to 48
(iv)	Audit Report.....	Pages 6 to 12

Found at: <https://www.placesforpeople.co.uk/media/2764/places-for-people-homes-19-20-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (b) the auditors' report and audited annual financial statements for the financial year ended 31 March 2019 of Places for People Homes Limited including the information set out at the following pages in particular:

(i)	Statement of Financial Position.....	Page 12
(ii)	Income Statement.....	Page 11
(iii)	Accounting Principles and Notes.....	Pages 15 to 47
(iv)	Audit Report.....	Pages 6 to 10

Found at: <https://www.placesforpeople.co.uk/media/2656/pfp-homes-18-19-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (c) the auditors' report and audited annual financial statements for the financial year ended 31 March 2020 of Places for People Capital Markets plc including the information set out at the following pages in particular:

(i)	Statement of Financial Position.....	Page 9
(ii)	Income Statement.....	Page 8
(iii)	Accounting Principles and Notes.....	Pages 11 to 16
(iv)	Audit Report.....	Pages 5 to 7

Found at: <https://www.placesforpeople.co.uk/media/2760/capital-markets-19-20-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (d) the auditors' report and audited annual financial statements for the financial year ended 31 March 2019 of Places for People Capital Markets plc including the information set out at the following pages in particular:

(i)	Statement of Financial Position.....	Page 9
(ii)	Income Statement.....	Page 8
(iii)	Accounting Principles and Notes.....	Pages 11 to 15
(iv)	Audit Report.....	Pages 5 to 7

Found at: <https://www.placesforpeople.co.uk/media/2652/capital-markets-18-19-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (e) the auditors' report and audited financial statements for the period ended 31 March 2020 of Places for People Treasury plc including the information set out at the following pages in particular:
- | | | |
|-------|--------------------------------------|----------------|
| (i) | Statement of Financial Position..... | Page 9 |
| (ii) | Income Statement..... | Page 8 |
| (iii) | Accounting Principles and Notes..... | Pages 11 to 17 |
| (iv) | Audit Report..... | Pages 5 to 7 |

Found at: <https://www.placesforpeople.co.uk/media/2765/treasury-plc-19-20-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (f) the auditors' report and audited financial statements for the period ended 31 March 2019 of Places for People Treasury plc including the information set out at the following pages in particular:
- | | | |
|-------|--------------------------------------|----------------|
| (i) | Statement of Financial Position..... | Page 9 |
| (ii) | Income Statement..... | Page 8 |
| (iii) | Accounting Principles and Notes..... | Pages 11 to 17 |
| (iv) | Audit Report..... | Pages 5 to 7 |

Found at: <https://www.placesforpeople.co.uk/media/2657/treasury-plc-18-19-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (g) the auditors' report and audited annual financial statements for the financial year ended 31 March 2020 of Places for People Living+ Limited including the information set out at the following pages in particular:
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|-------|--------------------------------------|----------------|
| (i) | Statement of Financial Position..... | Page 10 |
| (ii) | Income Statement..... | Page 9 |
| (iii) | Accounting Principles and Notes..... | Pages 12 to 26 |
| (iv) | Audit Report..... | Pages 7 to 8 |

Found at: <https://www.placesforpeople.co.uk/media/2763/livingplus-19-20-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (h) the auditors' report and audited annual financial statements for the financial year ended 31 March 2019 of Places for People Living+ Limited including the information set out at the following pages in particular:
- | | | |
|-------|--------------------------------------|----------------|
| (i) | Statement of Financial Position..... | Page 10 |
| (ii) | Income Statement..... | Page 9 |
| (iii) | Accounting Principles and Notes..... | Pages 13 to 26 |

- (iv) Audit Report..... Pages 7 to 8

Found at: <https://www.placesforpeople.co.uk/media/2655/livingplus-18-19-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (i) the auditors' report and audited annual financial statements for the financial year ended 31 March 2020 of Castle Rock Edinvar Housing Association Limited including the information set out at the following pages in particular:

- (i) Statement of Financial Position..... Page 17
- (ii) Income Statement..... Page 16
- (iii) Accounting Principles and Notes..... Pages 19 to 35
- (iv) Audit Report..... Pages 14 to 15

Found at: <https://www.placesforpeople.co.uk/media/2772/castlerock-edinvar-19-20-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (j) the auditors' report and audited annual financial statements for the financial year ended 31 March 2019 of Castle Rock Edinvar Housing Association Limited including the information set out at the following pages in particular:

- (i) Statement of Financial Position..... Page 14
- (ii) Income Statement..... Page 13
- (iii) Accounting Principles and Notes..... Pages 17 to 32
- (iv) Audit Report..... Pages 11 to 12

Found at: <https://www.placesforpeople.co.uk/media/2773/castlerock-edinvar-18-19-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (k) the auditors' report and audited annual financial statements for the financial year ended 31 March 2020 of Cotman Housing Association Limited including the information set out at the following pages in particular:

- (i) Statement of Financial Position..... Page 14
- (ii) Income Statement..... Page 13
- (iii) Accounting Principles and Notes..... Pages 16 to 33
- (iv) Audit Report..... Pages 11 to 12

Found at: <https://www.placesforpeople.co.uk/media/2761/cotman-housing-19-20-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (l) the auditors' report and audited annual financial statements for the financial year ended 31 March 2019 of Cotman Housing Association Limited including the information set out at the following pages in particular:

- (i) Statement of Financial Position..... Page 10
- (ii) Income Statement..... Page 9

- (iii) Accounting Principles and Notes..... Pages 13 to 29
- (iv) Audit Report..... Pages 7 to 8

Found at: <https://www.placesforpeople.co.uk/media/2653/cotman-housing-18-19-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (m) the auditors' report and audited annual financial statements for the financial year ended 31 March 2020 of Derwent Housing Association Limited including the information set out at the following pages in particular:
 - (i) Statement of Financial Position..... Page 26
 - (ii) Income Statement..... Page 25
 - (iii) Accounting Principles and Notes..... Pages 29 to 75
 - (iv) Audit Report..... Pages 16 to 24

Found at: <https://www.placesforpeople.co.uk/media/2762/derwent-housing-association-19-20-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (n) the auditors' report and audited annual financial statements for the financial year ended 31 March 2019 of Derwent Housing Association Limited including the information set out at the following pages in particular:
 - (i) Statement of Financial Position..... Page 16
 - (ii) Income Statement..... Page 15
 - (iii) Accounting Principles and Notes..... Pages 19 to 64
 - (iv) Audit Report..... Pages 13 to 14

Found at: <https://www.placesforpeople.co.uk/media/2654/derwent-housing-association-18-19-stat-accs.pdf>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation;

- (o) the Terms and Conditions of the Notes contained in the previous Offering Circulars dated 20 July 2007 (pages 27 to 46 (inclusive)), 6 May 2010 (pages 29 to 48 (inclusive)), 6 May 2011 (pages 49 to 69 (inclusive)), 19 August 2013 (pages 33 to 57 (inclusive)), 24 November 2015 (pages 142 to 167 (inclusive)), 30 June 2017 (pages 41 to 66 (inclusive)), 2 August 2018 (pages 45 to 70 (inclusive)), 16 July 2019 (pages 44 to 69 (inclusive)) and 24 July 2020 (pages 52 to 81 (inclusive)) prepared by Places for People Homes Limited and/or Places for People Capital Markets plc and/or Places for People Treasury plc in connection with the Programme;

In each case found at: <https://www.placesforpeople.co.uk/emtn>

Following the publication of this Offering Circular, a supplement may be prepared by the Obligor and approved by (i) in respect of Places for People Capital Markets plc and Places for People Treasury plc, the FCA in accordance with Article 23 of the Prospectus Regulation and (ii) in respect of Places for People Homes Limited, the FCA in accordance with Section 81 of the FSMA. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Offering Circular or in a document which is incorporated by reference in this Offering Circular. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

Any documents (including websites) themselves incorporated by reference in the documents incorporated by reference in this Offering Circular shall not form part of this Offering Circular.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Offering Circular.

The Obligors will, in the event of (i) any significant new factor, material mistake or material inaccuracy relating to information included in this Offering Circular which is capable of affecting the assessment of any Notes or (ii) any significant change affecting any matter contained in this Offering Circular whose inclusion was required by section 80 of the FSMA, the Listing Rules or the FCA or any significant new matter having arisen the inclusion of information in respect of which would have been so required if it had arisen when this Offering Circular was prepared, prepare a supplement to this Offering Circular or publish a new Offering Circular for use in connection with any subsequent issue of Notes.

FORM OF THE NOTES

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

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

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

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

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Global Note of the same Series or (b) definitive Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms or the applicable Pricing Supplement, as the case may be), in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Notes is improperly withheld or refused.

The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for definitive Notes should not be expressed to be applicable in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, if the Notes are issued with a minimum Specified Denomination, such as €100,000 (or its equivalent in another currency), plus one or more higher integral multiples of another smaller amount, such as €1,000 (or its equivalent in another currency).

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

The applicable Final Terms or the applicable Pricing Supplement, as the case may be, will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes with, where applicable, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 10) has occurred and is continuing, or (ii) the relevant 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 alternative clearing system satisfactory to the Trustee is available or (iii) the relevant Issuer or any Paying Agent has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Global Note in definitive form. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event as described in (i) or (ii) above, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) or the Trustee may give notice to the Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may give notice to the 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 Agent.

Where TEFRA D is specified in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, the following legend will appear on all Notes (other than the Temporary Global Notes) which have an original maturity of more than one year and on all interest coupons relating to such Notes:

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

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

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

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

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, or as may otherwise be approved by the relevant Issuer, the Agent and the Trustee.

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

The relevant Issuer and the relevant Guarantors may agree with any Dealer and the Trustee that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes, in which event, a new Offering Circular will be made available which will describe the effect of the agreement reached in relation to such Notes.

APPLICABLE FINAL TERMS¹

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

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

[Singapore Securities and Futures Act Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the **SFA**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are "capital markets products other than prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Specified Investment Products (as defined in MAS Notice SFA 04:N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investments Products).]²

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued by Places for People Capital Markets plc or Places for People Treasury plc under the Programme.

[Date]

[Places for People Capital Markets plc]

[Places for People Treasury plc]

Legal Entity Identifier (LEI): [213800YZJ9T9YA4ENG50]
[213800B9U45TFBXW5K67]

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
jointly and severally guaranteed by Places for People Homes Limited, Places for People Living+ Limited, Castle
Rock Edinvar Housing Association Limited, Cotman Housing Association Limited and Derwent Housing
Association Limited
under the £2,000,000,000
Euro Medium Term Note Programme**

¹ To be used for Notes issued by Places for People Capital Markets plc or Places for People Treasury plc

² Legend to be included for any offers made in Singapore where the Notes are "capital markets products other than prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Specified Investment Products (as defined in MAS Notice SFA 04:N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investments Products). Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 11 December 2020 [and the supplement[s] to it dated *[date]* [and *[date]*] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (as defined below) (the **Offering Circular**). This document constitutes the Final Terms of the Notes described herein for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**) and must be read in conjunction with the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published via the regulatory news service maintained by the London Stock Exchange (www.londonstockexchange.com/exchange/news/market-news/market-news-home.html).]

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Offering Circular dated *[original date]* [and the supplement to it dated *[date]*] which are incorporated by reference in the Offering Circular dated *[current date]*. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation (as defined below) and must be read in conjunction with the Offering Circular dated *[current date]* [and the supplement[s] to it dated *[date]* [and *[date]*] which [together] constitute[s] a base prospectus for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**) (the **Offering Circular**), including the Conditions incorporated by reference in the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published via the regulatory news service maintained by the London Stock Exchange (www.londonstockexchange.com/exchange/news/market-news/market-news-home.html).]

- | | | | |
|----|-----|--|---|
| 1. | (a) | Issuer: | [Places for People Capital Markets plc]
[Places for People Treasury plc] |
| | (b) | Guarantors: | Places for People Homes Limited
Places for People Living+ Limited
Castle Rock Edinvar Housing Association Limited
Cotman Housing Association Limited
Derwent Housing Association Limited |
| 2. | (a) | Series Number: | [] |
| | (b) | Tranche Number: | [] |
| | (c) | Date on which the Notes will be consolidated and form a single Series: | The Notes will be consolidated and form a single Series with [] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below, which is expected to occur on or about []][Not Applicable] |
| 3. | | Specified Currency or Currencies: | [] |
| 4. | | Aggregate Nominal Amount: | |
| | (a) | Series: | [] |
| | (b) | Tranche: | [] |
| 5. | | Issue Price: | [] per cent. of the Aggregate Nominal Amount of the Tranche [plus accrued interest from []] |
| 6. | (a) | Specified Denominations: | [] |
| | (b) | Calculation Amount (in relation to calculation of interest for Notes in global form (see Conditions)): | [] |

7. (a) Issue Date: []
- (b) Interest Commencement Date: [/Issue Date/Not Applicable]
8. Maturity Date: [[]/Interest Payment Date falling in or nearest to []]
9. Interest Basis: [[] per cent. Fixed Rate]
- [[[] month [LIBOR/EURIBOR]] +/- [] per cent. Floating Rate]
- [Zero Coupon]
- [Index Linked Interest]
- (see paragraph [14]/[15]/[16]/[17] below)
10. Redemption Basis: [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [] per cent. of their nominal amount] [Index Linked Redemption]
11. Change of Interest Basis: [] [Not Applicable]
12. Put/Call Options: [Investor Put]
- [Issuer Call]
- [Not Applicable]
- [Redemption for Index Reasons – Condition 5.6 applies]
- (see paragraph [19]/[20] below)
13. [Date [Board] approval[s] for issuance of Notes and Guarantee obtained: [] [and [], respectively]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions [Applicable/Not Applicable]
- (a) Rate(s) of Interest: [] per cent. per annum [payable [annually/semi-annually/quarterly/[] in arrear on each Interest Payment Date]
- (b) Interest Payment Date(s): [[] in each year commencing on [] up to and including the Maturity Date [subject to adjustment for payment purposes only in accordance with the Business Day Convention specified in paragraph 14(g)]]
- (c) Fixed Coupon Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [] per Calculation Amount on each Interest Payment Date
- (d) Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []] [Not Applicable]
- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) Determination Date(s): [[] in each year][Not Applicable]

- (g) Business Day Convention: [Modified Following Business Day Convention
[[unadjusted]/[adjusted]]/ Not Applicable]
- (h) Additional Business Centre(s): []/[Not Applicable]
15. Floating Rate Note Provisions [Applicable/Not Applicable]
- (a) Specified Period(s)/Specified Interest Payment Dates: [] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to any adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention][Not Applicable]
- (c) Additional Business Centre(s): []
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): []
- (f) Screen Rate Determination:
- Reference Rate: [] month [LIBOR/EURIBOR]
 - Interest Determination Date(s): []
 - Relevant Screen Page: []
- (g) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (h) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (i) Margin(s): [+/-] [] per cent. per annum
- (j) Minimum Rate of Interest: [] per cent. per annum
- (k) Maximum Rate of Interest: [] per cent. per annum
- (l) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360][360/360][Bond Basis]
[30E/360][Eurobond Basis]

- 30E/360 (ISDA)]
16. Zero Coupon Note Provisions [Applicable/Not Applicable]
- (a) Accrual Yield: [] per cent. per annum
- (b) Reference Price: []
- (c) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7.5(b) and 7.8 apply]
17. Index Linked Interest Note Provisions [Applicable/Not Applicable]
- (a) Rate of Interest: []
- (b) Party responsible for calculating the Rate(s) of Interest and Interest Amount (if not the Calculation Agent): [] [Not Applicable]
- (c) Provisions for determining Interest Amount where calculation by reference to Index and/or Formula is impossible, impracticable or otherwise disrupted: Condition(s) 5.3 to [5.4/5.5] apply
- (d) Specified Period(s)/Specified Interest Payment Dates: []
- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
- (f) Additional Business Centre(s): [] [Not Applicable]
- (g) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360
30E/360
30E/360 (ISDA)]
(See Condition 3 for alternatives)
- (h) Minimum Indexation Factor: [Not Applicable][]
- (i) Maximum Indexation Factor: [Not Applicable][]
- (j) Limited Indexation Month(s) or period for calculation of Limited Indexation Factor: [] [Not Applicable]
- (k) Base Index Figure: []

- (l) "Index" or "Index Figure" (Condition 5.1): [Sub-paragraph [(i)/(ii)/(iii)] of the definition of "Index" or "Index Figure" as set out in Condition 5.1 shall apply] [Not Applicable]
- (m) Minimum Rate of Interest: [[] per cent. per annum][Not Applicable]
- (n) Maximum Rate of Interest: [[] per cent. per annum][Not Applicable]
- (o) Reference Gilt: [] [Not Applicable]
- (p) Calculation Agent: []
- (q) Condition 5.5 applicable: [Yes][No]

PROVISIONS RELATING TO REDEMPTION

- 18. Notice periods for Condition 7.2: Minimum period: [30] [] days
Maximum period: [60] [] days
- 19. Issuer Call: [Applicable/Not Applicable]
 - (a) Optional Redemption Date(s): []
 - (b) Optional Redemption Amount: [] per Calculation Amount
 - (c) If redeemable in part:
 - (i) Minimum Redemption Amount: []
 - (ii) Maximum Redemption Amount: []
 - (d) Notice periods: Minimum period: [15] [] days
Maximum period: [30] [] days
- 20. Investor Put: [Applicable/Not Applicable]
 - (a) Optional Redemption Date(s): []
 - (b) Optional Redemption Amount: [] per Calculation Amount
 - (c) Notice periods: Minimum period: [15] [] days
Maximum period: [30] [] days
- 21. Final Redemption Amount: [] per Calculation Amount
- 22. In cases where the Final Redemption Amount is Index-Linked: [Not Applicable]
 - (a) Party responsible for calculating the Final Redemption Amount (if not the Calculation Agent): [] [Not Applicable]
 - (b) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula: The final Redemption Amount per Note shall be its outstanding nominal amount adjusted in accordance with Condition 5
 - (c) Provisions for determining Final Redemption Amount where Condition(s) 5.3 to [5.4/5.5] shall apply

calculation by reference to Index and/or Formula is impossible or impracticable or otherwise disrupted:

- (d) Reference Gilt: [] [Not Applicable]
 - (e) Calculation Agent: []
 - (f) Notice Periods (Condition 5.6): Minimum Period: [30] [] days
Maximum Period: [60] [] days
 - (g) Condition 5.5 applicable: [Yes][No]
23. Early Redemption Amount payable on redemption for taxation reasons, redemption for index reasons (if applicable) or an event of default: [] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

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

THIRD PARTY INFORMATION

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

Signed on behalf of the Issuer:

By:

Duly authorised

Signed on behalf of Places for People Homes Limited:

By:.....

Duly authorised

Signed on behalf of Places for People Living+ Limited:

By:

Duly authorised

Signed on behalf of Castle Rock Edinvar Housing Association Limited:

By:.....

Duly authorised

Signed on behalf of Cotman Housing Association Limited:

By:.....

Duly authorised

Signed on behalf of Derwent Housing Association Limited:

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market and admitted to the Official List of the FCA with effect from [] / []
- [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market and admitted to the Official List of the FCA with effect from [] / []
- (b) Estimate of total expenses related to admission to trading: []

2. RATINGS

- Ratings: [The Notes to be issued [have been][are expected to be] rated [[] by Moody's Investors Service Limited]] [and] [[] by S&P Global Ratings Europe Limited]] [and] [[] by Fitch Ratings Limited]]
- [The Notes to be issued are not rated.]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

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

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- [(a)] Reasons for the offer: []
- [(b)] Estimated net proceeds: []

5. YIELD (Fixed Rate Notes only)

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

6. PERFORMANCE OF INDEX AND OTHER INFORMATION CONCERNING THE UNDERLYING (Index Linked Notes only)

- (a) Name of underlying index: U.K. Retail Prices Index (**RPI**) (all items) published by the Office for National Statistics
- (b) Information about the index, its volatility and past and future: Information on RPI can be found at www.ons.gov.uk

performance can be obtained from:

7. OPERATIONAL INFORMATION

- (a) ISIN: []
- (b) Common Code: []
- (c) CFI: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (d) FISN: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (e) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/[]]
- (f) Delivery: Delivery [against/free of] payment
- (g) Names and addresses of additional Paying Agent(s) (if any): []
- (h) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

8. DISTRIBUTION

- (a) Method of distribution [Syndicated][Non-syndicated]
- (b) If syndicated, names of Managers: [Not Applicable][]
- (c) Stabilisation Manager(s) (if any): [Not Applicable][]

- (d) If non-syndicated, name of relevant Dealer: [Not Applicable][]
- (e) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA Not Applicable]
- (f) Prohibition of Sales to EEA and UK Retail Investors: [Applicable/Not Applicable]
- (g) Prohibition of Sales to Belgian Consumers: [Applicable/Not Applicable]

APPLICABLE PRICING SUPPLEMENT¹

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

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

[Singapore Securities and Futures Act Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the **SFA**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are "capital markets products other than prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Specified Investment Products (as defined in MAS Notice SFA 04:N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investments Products).]²

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

[Date]

Places for People Homes Limited

Legal Entity Identifier (LEI): 2138006VZYSUOICR2M02

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

**jointly and severally guaranteed by Places for People Living+ Limited, Castle Rock Edinvar Housing Association Limited, Cotman Housing Association Limited and Derwent Housing Association Limited
under the £2,000,000,000**

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

¹ To be used in respect of Notes issued by Places for People Homes Limited

² Legend to be included for any offers made in Singapore where the Notes are "capital markets products other than prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Specified Investment Products (as defined in MAS Notice SFA 04:N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investments Products). Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 11 December 2020 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] listing particulars for the purposes of Part VI of the Financial Services and Markets Act 2000 (as amended) (the **Offering Circular**). This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published via the regulatory news service maintained by the London Stock Exchange (www.londonstockexchange.com/exchange/news/market-news/market-news-home.html).]

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Offering Circular dated [original date] [and the supplement to it dated [date]] which are incorporated by reference in the Offering Circular dated [current date]. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Offering Circular dated [current date] [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] listing particulars for the purposes of Part VI of the Financial Services and Markets Act 2000 (as amended) (the **Offering Circular**), including the Conditions incorporated by reference in the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published via the regulatory news service maintained by the London Stock Exchange (www.londonstockexchange.com/exchange/news/market-news/market-news-home.html).]

1.
 - (a) Issuer: Places for People Homes Limited
 - (b) Guarantors: Places for People Living+ Limited
Castle Rock Edinvar Housing Association Limited
Cotman Housing Association Limited
Derwent Housing Association Limited
2.
 - (a) Series Number: []
 - (b) Tranche Number: []
 - (c) Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with [] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below, which is expected to occur on or about []][Not Applicable]
3. Specified Currency or Currencies: []
4. Aggregate Nominal Amount:
 - (a) Series: []
 - (b) Tranche: []
5. Issue Price: [] per cent. of the Aggregate Nominal Amount of the Tranche [plus accrued interest from []]
6.
 - (a) Specified Denominations: []
 - (b) Calculation Amount (in relation to calculation of interest for Notes in global form (see Conditions)): []
7.
 - (a) Issue Date: []
 - (b) Interest Commencement Date: [/Issue Date/Not Applicable]
8. Maturity Date: [[]/Interest Payment Date falling in or nearest to []]

9. Interest Basis: [[] per cent. Fixed Rate]
 [[[] month [LIBOR/EURIBOR]] +/- [] per cent. Floating Rate]
 [Zero Coupon]
 [Index Linked Interest]
 (see paragraph [14]/[15]/[16]/[17] below)
10. Redemption Basis: [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [] per cent. of their nominal amount] [Index Linked Redemption]
11. Change of Interest Basis: [] [Not Applicable]
12. Put/Call Options: [Investor Put]
 [Issuer Call]
 [Not Applicable]
 [Redemption for Index Reasons – Condition 5.6 applies]
 (see paragraph [19]/[20] below)
13. [Date [Board] approval[s] for issuance of Notes and Guarantee obtained: [] [and [], respectively]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions [Applicable/Not Applicable]
- (a) Rate(s) of Interest: [] per cent. per annum [payable [annually/semi-annually/quarterly/[] in arrear on each Interest Payment Date]
- (b) Interest Payment Date(s): [[] in each year commencing on [] up to and including the Maturity Date [subject to adjustment for payment purposes only in accordance with the Business Day Convention specified in paragraph 14(g)]
- (c) Fixed Coupon Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [] per Calculation Amount on each Interest Payment Date
- (d) Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [] [Not Applicable]
- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) Determination Date(s): [[] in each year][Not Applicable]
- (g) Business Day Convention: [Modified Following Business Day Convention [[unadjusted]/[adjusted]]/ Not Applicable]
- (h) Additional Business Centre(s): []/[Not Applicable]
15. Floating Rate Note Provisions [Applicable/Not Applicable]

- (a) Specified Period(s)/Specified Interest Payment Dates: [] [, subject to adjustment in accordance with the Business Day Convention set out in (b) above/, not subject to any adjustment, as the Business Day Convention in (b) above is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention][Not Applicable]
- (c) Additional Business Centre(s): []
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): []
- (f) Screen Rate Determination:
- Reference Rate: [] month [LIBOR/EURIBOR]
 - Interest Determination Date(s): []
 - Relevant Screen Page: []
- (g) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (h) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (i) Margin(s): [+/-] [] per cent. per annum
- (j) Minimum Rate of Interest: [] per cent. per annum
- (k) Maximum Rate of Interest: [] per cent. per annum
- (l) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360][360/360][Bond Basis]
[30E/360][Eurobond Basis]
30E/360 (ISDA)]
16. Zero Coupon Note Provisions [Applicable/Not Applicable]
- (a) Accrual Yield: [] per cent. per annum

- (b) Reference Price: []
- (c) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7.5(b) and 7.8 apply]
17. Index Linked Interest Note Provisions [Applicable/Not Applicable]
- (a) Rate of Interest: []
- (b) Party responsible for calculating the Rate(s) of Interest and Interest Amount (if not the Calculation Agent): [] [Not Applicable]
- (c) Provisions for determining Interest Amount where calculation by reference to Index and/or Formula is impossible, impracticable or otherwise disrupted: Condition(s) 5.3 to [5.4/5.5] apply
- (d) Specified Period(s)/Specified Interest Payment Dates: []
- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
- (f) Additional Business Centre(s): [] [Not Applicable]
- (g) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360
30E/360
30E/360 (ISDA)]
(See Condition 3 for alternatives)
- (h) Minimum Indexation Factor: [Not Applicable][]
- (i) Maximum Indexation Factor: [Not Applicable][]
- (j) Limited Indexation Month(s) or period for calculation of Limited Indexation Factor: [] [Not Applicable]
- (k) Base Index Figure: []
- (l) "Index" or "Index Figure" (Condition 5.1): [Sub-paragraph [(i)/(ii)/(iii)] of the definition of "Index" or "Index Figure" as set out in Condition 5.1 shall apply] [Not Applicable]
- (m) Minimum Rate of Interest: [[] per cent. per annum][Not Applicable]

- (n) Maximum Rate of Interest: [[] per cent. per annum][Not Applicable]
- (o) Reference Gilt: [] [Not Applicable]
- (p) Calculation Agent: []
- (q) Condition 5.5 applicable: [Yes][No]

PROVISIONS RELATING TO REDEMPTION

- 18. Notice periods for Condition 7.2: Minimum period: [30] [] days
Maximum period: [60] [] days
- 19. Issuer Call: [Applicable/Not Applicable]
 - (a) Optional Redemption Date(s): []
 - (b) Optional Redemption Amount: [] per Calculation Amount
 - (c) If redeemable in part:
 - (i) Minimum Redemption Amount: []
 - (ii) Maximum Redemption Amount: []
 - (d) Notice periods: Minimum period: [15] [] days
Maximum period: [30] [] days
- 20. Investor Put: [Applicable/Not Applicable]
 - (a) Optional Redemption Date(s): []
 - (b) Optional Redemption Amount: [] per Calculation Amount
 - (c) Notice periods: Minimum period: [15] [] days
Maximum period: [30] [] days
- 21. Final Redemption Amount: [] per Calculation Amount
- 22. In cases where the Final Redemption Amount is Index-Linked: [Not Applicable]
 - (a) Party responsible for calculating the Final Redemption Amount (if not the Calculation Agent): [] [Not Applicable]
 - (b) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula: The final Redemption Amount per Note shall be its outstanding nominal amount adjusted in accordance with Condition 5
 - (c) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula is impossible or impracticable or otherwise disrupted: Condition(s) 5.3 to [5.4/5.5] shall apply
 - (d) Reference Gilt: [] [Not Applicable]

- (e) Calculation Agent: []
 - (f) Notice Periods (Condition 5.6): Minimum Period: [30] [] days
Maximum Period: [60] [] days
 - (g) Condition 5.5 applicable: [Yes][No]
23. Early Redemption Amount payable on redemption for taxation reasons, redemption for index reasons (if applicable) or an event of default: [] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

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

THIRD PARTY INFORMATION

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

Signed on behalf of the Issuer:

By:

Duly authorised

Signed on behalf of Places for People Living+ Limited:

By:.....

Duly authorised

Signed on behalf of Castle Rock Edinvar Housing Association Limited:

By:

Duly authorised

Signed on behalf of Cotman Housing Association Limited:

By:

Duly authorised

Signed on behalf of Derwent Housing Association Limited:

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market and admitted to the Official List of the FCA with effect from [] / []
- [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market and admitted to the Official List of the FCA with effect from [] / []
- (b) Estimate of total expenses related to admission to trading: []

2. RATINGS

- Ratings: [The Notes to be issued [have been][are expected to be] rated [[] by Moody's Investors Service Limited] [and] [[] by S&P Global Ratings Europe Limited] [and] [[] by Fitch Ratings Limited]
- [The Notes to be issued are not rated.]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

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

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- [(a)] Reasons for the offer: []
- [(b)] Estimated net proceeds: []

5. YIELD (*Fixed Rate Notes only*)

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

6. PERFORMANCE OF INDEX AND OTHER INFORMATION CONCERNING THE UNDERLYING (*Index Linked Notes only*)

- (a) Name of underlying index: U.K. Retail Prices Index (**RPI**) (all items) published by the Office for National Statistics
- (b) Information about the index, its volatility and past and future: Information on RPI can be found at www.ons.gov.uk

performance can be obtained from:

7. OPERATIONAL INFORMATION

- (a) ISIN: []
- (b) Common Code: []
- (c) CFI: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (d) FISN: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (e) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/[]]
- (f) Delivery: Delivery [against/free of] payment
- (g) Names and addresses of additional Paying Agent(s) (if any): []
- (h) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/[No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

8. DISTRIBUTION

- (a) Method of distribution [Syndicated][Non-syndicated]
- (b) If syndicated, names of Managers: [Not Applicable][]
- (c) Stabilisation Manager(s) (if any): [Not Applicable][]
- (d) If non-syndicated, name of relevant Dealer: [Not Applicable][]
- (e) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA Not Applicable]
- (f) Prohibition of Sales to EEA and UK Retail Investors [Applicable/Not Applicable]
- (g) Prohibition of Sales to Belgian Consumers: [Applicable/Not Applicable]

TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The term **Issuer** as used in these Terms and Conditions refers to the Issuer specified as such in the applicable Final Terms (in respect of Notes issued by Places for People Capital Markets plc or Places for People Treasury plc) or the applicable Pricing Supplement (in respect of Notes issued by Places for People Homes Limited) in relation to a particular Tranche of Notes. The applicable Final Terms or the applicable Pricing Supplement, as the case may be, (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to the "Applicable Final Terms" or the "Applicable Pricing Supplement", as applicable, for a description of the content of the Final Terms or the Pricing Supplement, as applicable, which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by the Issuer specified as such in the applicable Final Terms (as defined below) (in the case of Notes issued by Places for People Capital Markets plc or Places for People Treasury plc) or in the applicable Pricing Supplement (as defined below) (in the case of Notes issued by Places for People Homes) (the relevant Issuer so specified being the **Issuer**) constituted by a Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) dated 20 July 2007 made between Places for People Homes Limited and Prudential Trustee Company Limited (the **Trustee**, which expression shall include any successor as Trustee). The payment of all amounts in respect of the Notes issued by Places for People Capital Markets plc and Places for People Treasury plc has been jointly and severally guaranteed by Places for People Homes Limited, Places for People Living+ Limited, Castle Rock Edinvar Housing Association Limited, Cotman Housing Association Limited and Derwent Housing Association Limited (each a **Guarantor** and, together, the **Capital Markets/Treasury Guarantors**) pursuant to the Trust Deed. The payment of all amounts in respect of Notes issued by Places for People Homes Limited has been jointly and severally guaranteed by Places for People Living+ Limited, Castle Rock Edinvar Housing Association Limited, Cotman Housing Association Limited and Derwent Housing Association Limited (each a **Guarantor** and, together, the **Homes Guarantors**) pursuant to the Trust Deed.

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

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

The Notes and the Coupons (as defined below) have the benefit of an amended and restated Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 11 December 2020 and made between, among others, the Issuer, the Guarantors, the Trustee, The Bank of New York Mellon, London Branch as issuing and principal paying agent (the **Agent**, which expression shall include any successor agent) and the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

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

The final terms for this Note (or the relevant provisions thereof) are (i) where the relevant Issuer is Places for People Capital Markets plc or Places for People Treasury plc, set out in Part A of the Final Terms or (ii) where the relevant Issuer is Places for People Homes Limited, set out in Part A of the Pricing Supplement, in each case attached to or endorsed on this Note and which supplement these Terms and Conditions (the **Conditions**). References to the **applicable Final Terms** are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note and references to the **applicable Pricing Supplement** are to Part A of the Pricing Supplement (or the relevant provisions

thereof). Any reference in the Conditions to **applicable Final Terms** shall be deemed to include a reference to the applicable Pricing Supplement where relevant.

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

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours at the registered office for the time being of the Trustee being at 11 December 2020 at 10 Fenchurch Avenue, London EC3M 5AG and at the specified office of each of the Paying Agents. If the Notes are to be admitted to trading on the regulated market of the London Stock Exchange, the applicable Final Terms will be published on the website of the London Stock Exchange through a regulatory information service. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

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

1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms provided that the minimum denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note or a combination of any of the foregoing, depending upon the Interest/Redemption Basis shown in the applicable Final Terms.

Definitive Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Conditions are not applicable.

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

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to

the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the relevant Guarantors, the Paying Agents and the Trustee as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer, the relevant Guarantors, any Paying Agent and the Trustee as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly.

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

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

2. STATUS OF THE NOTES AND THE GUARANTEES

2.1 The Notes and Coupons are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

2.2 Status of the Guarantees

The payment of principal and interest in respect of the Notes issued by Places for People Capital Markets plc and Places for People Treasury plc and all other moneys payable by Places for People Capital Markets plc and Places for People Treasury plc under or pursuant to the Trust Deed has been unconditionally and irrevocably guaranteed, on a joint and several basis, by the Capital Markets/Treasury Guarantors in the Trust Deed (the **Capital Markets/Treasury Guarantee**). The payment of principal and interest in respect of the Notes issued by Places for People Homes Limited under or pursuant to the Trust Deed has been unconditionally and irrevocably guaranteed, on a joint and several basis, by the Homes Guarantors in the Trust Deed (the **Homes Guarantee** and, together with the Capital Markets/Treasury Guarantee, the **Guarantees** and each a **Guarantee**). The obligations of each Guarantor under the relevant Guarantee are direct, unconditional, unsubordinated and unsecured obligations of such Guarantor and (save for certain obligations required to be preferred by law) rank equally with all other unsecured obligations (other than subordinated obligations, if any) of such Guarantor, from time to time outstanding.

3. INTEREST

The applicable Final Terms will indicate whether the Notes are Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or Index Linked Interest Notes.

3.1 Interest on Fixed Rate Notes

This Condition 3.1 applies to Fixed Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 3.1 for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

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

If the Modified Following Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date (or other date) should occur or (y) if any Interest Payment Date (or other date) would otherwise fall on a day which is not a Business Day (as defined in Condition 3.2(a)), then such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day. Unless the applicable Final Terms specify that the Business Day Convention is "adjusted", any such adjustment to an Interest Payment Date (or other date) shall not affect the amount of interest payable in respect of a Fixed Rate Note and, for the purposes of the determination of any amount in respect of interest and the applicable Day Count Fraction, the number of days in the relevant period shall be calculated on the basis that no adjustment has been made to the relevant Interest Payment Date (or other date).

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

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

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

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

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

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

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

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 3.1:

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

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

In these Conditions:

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

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

3.2 Interest on Floating Rate Notes and Index Linked Interest Notes

This Condition 3.2 applies to Floating Rate Notes and Index Linked Interest Notes only. The applicable Final Terms contains provisions applicable to the determination of floating rate interest and index linked interest and must be read in conjunction with this Condition 3.2 for full information on the manner in which interest is calculated on Floating Rate Notes and Index Linked Interest Notes. In particular, in the case of Floating Rate Notes, the applicable Final Terms will identify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Agent, the Margin, any maximum or minimum interest rates (if applicable) and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Reference Rate, Interest Determination Date(s) and Relevant Screen Page. In particular, in the case of Index Linked Interest Notes, the applicable Final Terms will identify the Specified Interest Payment Dates, any Specified Period, the Business Day Convention, the Minimum/Maximum Indexation Factors and other provisions pursuant to Condition 5.

(a) Interest Payment Dates

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

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

Such interest will be payable in respect of each Interest Period. In these Conditions **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

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

- (A) in any case where Specified Periods are specified in accordance with Condition 3.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

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

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre (other than TARGET 2 System) specified in the applicable Final Terms;
- (b) if TARGET 2 System is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System (the **TARGET2 System**) is open; and
- (c) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

(b) Rate of Interest for Floating Rate Notes

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

- (i) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that

would be determined by the Agent under an interest rate swap transaction if the Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

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

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

Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(ii) **Screen Rate Determination for Floating Rate Notes**

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

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

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

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

(c) **Benchmark Replacement**

This Condition 3.2(c) applies only where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined.

(i) *Independent Adviser*

Notwithstanding the provisions in Condition 3.2(b)(ii) above, if the Issuer determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine no later than five Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the **IA Determination Cut-off Date**), a Successor Rate or, failing which, an Alternative Reference Rate (in accordance with Condition 3.2(c)(ii)) and, in either case, an Adjustment Spread (in accordance with Condition 3.2(c)(iii)).

An Independent Adviser appointed pursuant to this Condition 3.2(c) shall act in good faith and in a commercially reasonable manner. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Noteholders, the Trustee or the Agent for any determination it makes pursuant to this Condition 3.2(c). No Independent Adviser appointed in connection with the Notes (acting in such capacity), shall have any relationship of agency or trust with the Noteholders.

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser fails to determine a Successor Rate or, failing which, an Alternative Reference Rate in accordance with this Condition 3.2(c)(i) prior to the relevant IA Determination Cut-off Date, then the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin, Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin, Maximum Rate of Interest or Minimum Rate of Interest relating to that immediately preceding Interest Period. For the avoidance of doubt, this sub-paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 3.2(c).

(ii) Successor Rate or Alternative Reference Rate

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

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 3.2(c)(iii)), subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the further operation of this Condition 3.2(c)); or
- (B) there is no Successor Rate but that there is an Alternative Reference Rate, then such Alternative Reference Rate shall (subject to adjustment as provided in Condition 3.2(c)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the further operation of this Condition 3.2(c)).

(iii) Adjustment Spread

- (A) The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Reference Rate (as the case may be).
- (B) Following any such determination by the Independent Adviser of the Adjustment Spread, the Issuer shall give notice thereof in accordance with Condition 3.2(c)(vi). The Agent shall apply such Adjustment Spread to the Successor Rate or the Alternative Reference Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or any component part(s) thereof) by reference to such Successor Rate or Alternative Reference Rate (as applicable) (subject to the further operation of this Condition 3.2(c)).

(iv) Benchmark Amendments

If any Successor Rate or Alternative Reference Rate and Adjustment Spread is determined in accordance with this Condition 3.2(c) and the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines (i) that amendments to the Conditions, the Trust Deed or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Reference Rate and, in each case, the application of the Adjustment Spread (provided that such amendments do not, without the consent of the Agent, impose more onerous obligations on the Agent or expose the Agent to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to it) (such amendments, the Benchmark Amendments) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, following

consultation with the Independent Adviser and subject to the Issuer giving notice thereof in accordance with Condition 3.2(c)(vi), without any requirement for the consent or approval of Noteholders, vary the Conditions and/or the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 3.2(c)(vi), the Trustee shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with such determination by the Independent Adviser in using its reasonable endeavours in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed or an agreement (as applicable) supplemental to or amending the Trust Deed, the Agency Agreement or the Conditions) (which, for the avoidance of doubt, shall not be treated as being within the scope of the Reserved Matters (as defined in the Trust Deed)) and the Trustee shall not be liable to any party for any consequences thereof, provided that the Trustee shall not be obliged so to concur if, in the opinion of the Trustee, doing so would have the effect of (i) exposing it to any liabilities against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) imposing more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to it in the Conditions and/or the Trust Deed and/or any documents to which it is a party (including, for the avoidance of doubt, any supplemental trust deed) in any way.

Where the Agent concurs in effecting any Benchmark Amendments (through amendments to the Agency Agreement or otherwise) in accordance with the foregoing provisions, it shall not be liable to any party for any consequences thereof.

In connection with any such modifications in accordance with this Condition 3.2(c)(vi), the Issuer and the Independent Adviser shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Survival of Original Reference Rate Provisions

Without prejudice to the obligations of the Issuer or the Independent Adviser under this Condition 3.2(c), the Original Reference Rate and the fallback provisions provided for in Condition 3.2(b)(ii) and the Agency Agreement will continue to apply unless and until (a) a Benchmark Event has occurred and the Independent Adviser has determined the Successor Rate or the Alternative Reference Rate (as the case may be), the Adjustment Spread and Benchmark Amendments, in accordance with the relevant provisions of this Condition 3.2(c) and (b) the Issuer notifies the Trustee of such determination.

(vi) Notices

Any Successor Rate, Alternative Reference Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 3.2(c) will be notified no later than the IA Determination Cut-off Date by the Issuer to the Trustee and the Agent and, in accordance with Condition 14, promptly to the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer:

- (A) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Reference Rate, (iii) the Adjustment Spread and (iv) the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 3.2(c); and
- (B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate or Alternative Reference Rate and, in each case, the application of the Adjustment Spread.

The Trustee and the Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Reference Rate and the Adjustment Spread

and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Reference Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the ability of the Trustee and the Agent to rely on such certificate as aforesaid) be binding on the Issuer, the relevant Guarantors, the Trustee, the Agent and the Noteholders.

(vii) *Definitions*

In this Condition 3.2(c):

Adjustment Spread means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) (if no such recommendation has been made, or in the case of an Alternative Reference Rate), the Independent Adviser, determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
- (C) (if no such determination has been made), the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be); or
- (D) (if the Independent Adviser determines that no such industry standard is recognised or acknowledged) the Independent Adviser, in its discretion, acting in good faith and in a commercially reasonable manner, determines to be appropriate to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Reference Rate (as the case may be);

Alternative Reference Rate means an alternative benchmark or screen rate which the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines in accordance with Condition 3.2(c)(ii) to use in place of the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component thereof) in the same Specified Currency as the Notes;

Benchmark Event means:

- (A) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist;
- (B) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six months prior to such date specified in (i);
- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative of an underlying market;

- (D) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six months prior to the date specified in (i);
- (E) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will, on or before a specified date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Notes and (ii) the date falling six months prior to the date specified in (i); or
- (F) it has or will prior to the next Interest Determination Date become unlawful for the Agent or the Issuer to determine any Rate of Interest and/or calculate any Interest Amount using the Original Reference Rate (including, without limitation, under the Benchmarks Regulation (EU) No. 2016/1011, if applicable);

Independent Adviser means an independent financial institution of international repute or an independent financial adviser with experience in the international capital markets appointed by the Issuer at its own expense and notified in writing to the Trustee;

Original Reference Rate means the benchmark or screen rate (as applicable) specified in the applicable Final Terms for the purposes of determining the relevant Rate of Interest (or any component part(s) thereof) in respect of the Notes or (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof) determined and applicable to the Notes pursuant to the earlier operation of this Condition 3.2(c)(ii);

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

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities, or (iv) the Financial Stability Board or any part thereof; and

Successor Rate means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(d) Rate of Interest for Index Linked Interest Notes

The Rate of Interest payable from time to time in respect of Index Linked Interest Notes shall be determined in accordance with Condition 5 and in the manner specified in the applicable Final Terms.

(e) Minimum Rate of Interest and/or Maximum Rate of Interest and Rounding

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

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means the lowest amount of such currency which is available as legal tender in the country of such currency.

(f) Determination of Rate of Interest and calculation of Interest Amounts

The Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

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

- (A) in the case of Floating Rate Notes or Index Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate Notes or Index Linked Interest Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note or an Index Linked Interest Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 3.2:

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

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

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

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

$$\text{DayCount Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

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

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

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

$$\text{DayCount Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

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

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30.

(g) Linear Interpolation

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

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

(h) Notification of Rate of Interest and Interest Amounts

The Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the relevant Guarantors, the Trustee and any stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 14. For the purposes of this paragraph, the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(i) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3.2, whether by the Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the relevant Guarantors, the Agent, the Calculation Agent (if applicable), the other Paying Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the relevant Guarantors, the Noteholders or the Couponholders shall attach to the Agent or, if applicable, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

3.3 Accrual of interest

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

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders as provided in the Trust Deed.

4. FINANCIAL COVENANT

4.1 Financial Covenant

For so long as any of the Notes remain outstanding (as defined in the Trust Deed), each of Places for People Homes Limited, Places for People Living+ Limited, Castle Rock Edinvar Housing Association Limited, Cotman Housing Association Limited and Derwent Housing Association Limited (together, the **Financial Covenantors**) shall ensure that the Aggregate Net Available Properties Value shall not be less than 1.1 times the Aggregate Total Unsecured Debt.

For the purposes of this Condition 4.1:

Applicable Valuation Basis means a market value subject to tenancies basis, as defined in "The Red Book – Royal Institution of Chartered Surveyors Appraisal and Valuation Standards" (as may be amended or supplemented from time to time), taking into account any restrictions of which the Valuer is aware, or such other valuations basis as the Valuer might consider appropriate at any time;

Aggregate Fixed Asset Investments and Stock & WIP means the aggregate amount as shown in the most recent audited financial statements of each Financial Covenantor for such items;

Aggregate Net Available Properties Value means the Aggregate Total Properties Value less the aggregate of Aggregate Total Secured Debt and Aggregate Public Sector Grant;

Aggregate Public Sector Grant means the aggregate amount of social housing grant, housing association grant and other capital grants (howsoever described or delineated) received by the Financial Covenantors and not having become repayable as shown in the most recent audited financial statements of each Financial Covenantor;

Aggregate Total Properties Value means such amount as represents the aggregate of the total value, as at the last day of the financial year of the Financial Covenantors of each of the properties then owned by a Financial Covenantor (each determined in accordance with the Applicable Valuation Basis) as confirmed to the Financial Covenantors by the Valuer (a copy of which confirmation shall be delivered to, but need not be addressed to, the Trustee together with each certificate referred to in Condition 4.2) and the Aggregate Fixed Asset Investments and Stock & WIP;

Aggregate Total Secured Debt means the aggregate of all secured borrowings of each Financial Covenantor (excluding borrowings from another Financial Covenantor), as at the last day of each financial year of each Financial Covenantor, calculated by reference to the audited financial statements of each Financial Covenantor for such financial year;

Aggregate Total Unsecured Debt means the aggregate of all unsecured borrowings of each Financial Covenantor (excluding borrowings from another Financial Covenantor), as at the last day of each financial year of each Financial Covenantor, calculated by reference to the audited financial statements of each Financial Covenantor for such financial year; and

Valuer means any firm of external or independent professional valuers as may be from time to time be appointed by the Financial Covenantors with the prior approval of the Trustee; and

all values and amounts shall be determined in Sterling. Where it is necessary for any purpose to convert any sum from one currency into Sterling it shall (unless otherwise required by law) be converted at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be agreed by the Financial Covenantors with the prior approval of the Trustee.

4.2 Compliance Certificate

A certificate addressed to the Trustee by two authorised signatories of each Financial Covenantor (or two authorised signatories of the Issuer on their behalf) as to any of the following may, in the absence of manifest error, be relied on by the Trustee and, if so relied upon, shall be conclusive and binding on the Issuer, the Financial Covenantors and the Noteholders and Couponholders:

- (i) compliance with the covenant in Condition 4.1; and

- (ii) any calculation under Condition 4.1; and
- (iii) any amount or quantification of any defined term under Condition 4.1,

provided the requirement for a confirmation of the Valuer as provided under the definition of Aggregate Total Properties Value is met.

The Financial Covenantors will deliver such a certificate (together with the confirmation of the Valuer referred to in the definition of Aggregate Total Properties Value) to the Trustee within 210 days of the end of each financial year of the Financial Covenantors.

The Trustee may accept and rely on the confirmation of the Valuer whether or not any such confirmation or any document entered into by the Trustee and the Valuer in connection therewith contains any limit on liability of the Valuer.

5. INDEXATION

This Condition 5 is applicable only if the applicable Final Terms specifies the Notes as Index Linked Interest Notes and/or Index Linked Redemption Notes (**Index Linked Notes**).

5.1 Definitions

Where the applicable Final Terms specifies the Notes as Index Linked Notes, Conditions 5.1 to 5.6 will apply. For the purposes of Conditions 5.1 to 5.6, unless the context otherwise requires, the following defined terms shall have the following meanings:

Base Index Figure means (subject to Condition 5.3(i)) the base index figure as specified in the applicable Final Terms;

Calculation Agent means the person appointed by the Issuer as calculation agent in relation to a Series of Index Linked Notes and specified in the applicable Final Terms, and shall include any successor calculation agent appointed in respect of such Notes;

Her Majesty's Treasury means Her Majesty's Treasury or any officially recognised party performing the function of a calculation agent (whatever such party's title), on its or its successor's behalf, in respect of the Reference Gilt;

Index or **Index Figure** means, subject as provided in Condition 5.3(i), the U.K. Retail Price Index (for all items) published by the Office for National Statistics (January 1987 = 100) or any comparable index which may replace the U.K. Retail Price Index for the purpose of calculating the amount payable on repayment of the Reference Gilt (the **RPI**). Any reference to the Index Figure which is specified in the applicable Final Terms as:

- (i) applicable to a particular month, shall, subject as provided in Conditions 5.3 and 5.5, be construed as a reference to the Index Figure published in the seventh month prior to that particular month and relating to the month before that of publication; or
- (ii) applicable to the first calendar day of any month shall, subject as provided in Conditions 5.3 and 5.5, be construed as a reference to the Index Figure published in the second month prior to that particular month and relating to the month before that of publication; or
- (iii) applicable to any other day in any month shall, subject as provided in Conditions 5.3 and 5.5, be calculated by linear interpolation between (x) the Index Figure applicable to the first calendar day of the month in which the day falls, calculated as specified in sub-paragraph (ii) above and (y) the Index Figure applicable to the first calendar day of the month following, calculated as specified in sub-paragraph (ii) above and rounded to the nearest fifth decimal place;

Index Ratio applicable to any month or date, as the case may be, means the Index Figure applicable to such month or date, as the case may be, divided by the Base Index Figure and rounded to the nearest fifth decimal place;

Limited Index Ratio means (a) in respect of any month or date, as the case may be, prior to the relevant Issue Date, the Index Ratio for that month or date, as the case may be, (b) in respect of any Limited Indexation Date after the relevant Issue Date, the product of the Limited Indexation Factor for that month or date, as the case may be, and the Limited Index Ratio as previously calculated in respect of the month or date, as the case may be, twelve months prior thereto; and (c) in respect of any other month, the Limited Index Ratio as previously calculated in respect of the most recent Limited Indexation Month;

Limited Indexation Date means any date falling during the period specified in the applicable Final Terms for which a Limited Indexation Factor is to be calculated;

Limited Indexation Factor means, in respect of a Limited Indexation Month or Limited Indexation Date, as the case may be, the ratio of the Index Figure applicable to that month or date, as the case may be, divided by the Index Figure applicable to the month or date, as the case may be, twelve months prior thereto, provided that (a) if such ratio is greater than the Maximum Indexation Factor specified in the applicable Final Terms, it shall be deemed to be equal to such Maximum Indexation Factor and (b) if such ratio is less than the Minimum Indexation Factor specified in the applicable Final Terms, it shall be deemed to be equal to such Minimum Indexation Factor;

Limited Indexation Month means any month specified in the applicable Final Terms for which a Limited Indexation Factor is to be calculated;

Limited Index Linked Notes means Index Linked Notes to which a Maximum Indexation Factor and/or a Minimum Indexation Factor (as specified in the applicable Final Terms) applies; and

Reference Gilt means the index-linked Treasury Stock/Treasury Gilt specified as such in the applicable Final Terms for so long as such gilt is in issue, and thereafter such issue of index-linked Treasury Stock/Treasury Gilt determined to be appropriate by a gilt-edged market maker or other adviser selected by the Issuer (an **Indexation Adviser**).

5.2 Application of the Index Ratio

Each payment of interest (in the case of Index Linked Interest Notes) and principal (in the case of Index Linked Redemption Notes) in respect of the Notes shall be the amount provided in, or determined in accordance with, these Conditions, multiplied by the Index Ratio or Limited Index Ratio in the case of Limited Index Linked Notes applicable to the month in or date on, as the case may be, which such payment falls to be made and rounded in accordance with Condition 3.2(e).

5.3 Changes in Circumstances Affecting the Index

- (i) Change in base: if at any time and from time to time the Index is changed by the substitution of a new base therefor, then with effect from the month from and including that in which such substitution takes effect or the first date from and including that on which such substitution takes effect, as the case may be, (1) the definition of **Index** and **Index Figure** in Condition 5.1 shall be deemed to refer to the new date or month in substitution for January 1987 (or, as the case may be, to such other date or month as may have been substituted therefor), and (2) the new Base Index Figure shall be the product of the existing Base Index Figure and the Index Figure for the date on which such substitution takes effect, divided by the Index Figure for the date immediately preceding the date on which such substitution takes effect.
- (ii) Delay in publication of Index: if sub-paragraph (i) of the definition of Index Figure is applicable: If the Index Figure which is normally published in the seventh month and which relates to the eighth month (the **relevant month**) before the month in which a payment is due to be made is not published on or before the fourteenth business day before the date on which such payment is due (the **date for payment**), the Index Figure applicable to the month in which the date for payment falls shall be (1) such substitute index figure (if any) as the Indexation Adviser considers to have been published by the United Kingdom Debt Management Office or the Bank of England, as the case may be, for the purposes of indexation of payments on the Reference Gilt or, failing such publication, on any one or more issues

of index-linked Treasury Stock selected by an Indexation Adviser or (2) if no such determination is made by such Indexation Adviser within seven days, the Index Figure last published (or, if later, the substitute index figure last determined pursuant to Condition 5.3(i)) before the date for payment.

- (iii) Delay in publication of Index: if sub-paragraph (ii) and/or (iii) of the definition of Index Figure is applicable: if the Index Figure relating to any month (the **calculation month**) which is required to be taken into account for the purposes of the determination of the Index Figure for any date is not published on or before the fourteenth business day before the date on which such payment is due (the **date for payment**), the Index Figure applicable for the relevant calculation month shall be (1) such substitute index figure (if any) as the Indexation Adviser considers to have been published by the United Kingdom Debt Management Office or the Bank of England, as the case may be, for the purposes of indexation of payments on the Reference Gilt or, failing such publication, on any one or more issues of index-linked Treasury Stock selected by an Indexation Adviser (and approved by the Trustee (acting solely on the advice of the Indexation Adviser)) or (2) if no such determination is made by such Indexation Adviser within seven days, the Index Figure last published (or, if later, the substitute index figure last determined pursuant to Condition 5.3(i)) before the date for payment.

5.4 Application of Changes

Where the provisions of Condition 5.3(ii) or Condition 5.3(iii) apply, the determination of the Indexation Adviser as to the Index Figure applicable to the month in which the date for payment falls or the date for payment, as the case may be, shall be conclusive and binding. If, an Index Figure having been applied pursuant to Condition 5.3(ii)(2) or Condition 5.3(iii)(2), the Index Figure relating to the relevant month or relevant calculation month, as the case may be, is subsequently published while a Note is still outstanding, then:

- (i) in relation to a payment of principal (in the case of Index Linked Redemption Notes) or interest (in the case of Index Linked Interest Notes) in respect of such Note other than upon final redemption of such Note, the principal or interest (as the case may be) next payable after the date of such subsequent publication shall be increased or reduced, as the case may be, by an amount equal to the shortfall or excess, as the case may be, of the amount of the relevant payment made on the basis of the Index Figure applicable by virtue of Condition 5.3(ii)(2) or Condition 5.3(iii)(2) below or above the amount of the relevant payment that would have been due if the Index Figure subsequently published had been published on or before the fourteenth business day before the date for payment; and
- (ii) in relation to a payment of principal (in the case of Index Linked Redemption Notes) or interest (in the case of Index Linked Interest Notes) upon final redemption, no subsequent adjustment to amounts paid will be made.

5.5 Cessation of, or Fundamental Changes to, the Index

If (i) the Trustee has been notified by the Calculation Agent that the Index has ceased to be published or (ii) only if Condition 5.5 is specified in the Final Terms as applicable to the Notes, any change is made to the coverage or the basic calculation of the Index which constitutes a fundamental change which would, in the opinion of (A) the Issuer be materially prejudicial to the interests of the Issuer, or (B) the Trustee (acting solely on the advice of the Indexation Adviser), be materially prejudicial to the interests of the Noteholders, the Issuer will give written notice of such occurrence to the Trustee in the case of (A) or the Trustee will give written notice of such occurrence to the Issuer in the case of (B), and the Issuer and the Trustee (acting solely on the advice of the Indexation Adviser) together shall seek to agree for the purpose of the Notes one or more adjustments to the Index or a substitute index (with or without adjustments) with the intention that the same should leave both the Issuer and the Noteholders in substantially a no better and no worse position than they would have been had the Index not ceased to be published or, if applicable, the relevant fundamental change not been made.

If the Issuer and the Trustee (acting solely on the advice of the Indexation Adviser) fail to reach agreement as mentioned above within 20 Business Days following the giving of notice as mentioned in paragraph (i), a bank

or other person in London shall be appointed by the Issuer and the Trustee or, failing agreement on and the making of such appointment within 20 Business Days following the expiry of the 20 day period referred to above, by the Trustee (acting solely on the advice of the Indexation Adviser) (in each case, such bank or other person so appointed being referred to as the **Expert**), to determine for the purpose of the Notes one or more adjustments to the Index or a substitute index (with or without adjustments) with the intention that the same should leave the Issuer and the Noteholders in substantially a no better and no worse position than they would have been had the Index not ceased to be published or the relevant fundamental change not been made. Any Expert so appointed shall act as an expert and not as an arbitrator and all fees, costs and expenses of the Expert and of any Indexation Adviser and of any of the Issuer and the Trustee in connection with such appointment shall be borne by the Issuer and neither the Expert nor the Indexation Adviser shall be liable to the Noteholders for determinations made by it pursuant to this Condition 5.

The Index shall be adjusted or replaced by a substitute index as agreed by the Issuer and the Trustee (acting solely on the advice of the Indexation Adviser) or as determined by the Expert pursuant to the foregoing paragraphs, as the case may be, and references in these Conditions to the Index and to any Index Figure shall be deemed amended in such manner as the Trustee (acting solely on the advice of the Indexation Adviser) and the Issuer agree are appropriate to give effect to such adjustment or replacement. Such amendments shall be effective from the date of such notification and binding upon the Issuer, the Trustee and the Noteholders, and the Issuer shall give notice to the Noteholders in accordance with Condition 14 of such amendments as promptly as practicable following such notification.

5.6 Redemption for Index Reasons

If either (i) the Index Figure for three consecutive months is required to be determined on the basis of an Index Figure previously published as provided in Condition 5.3(ii)(2) and the Trustee has been notified by the Calculation Agent that publication of the Index has ceased or (ii) notice is published by Her Majesty's Treasury, or on its behalf, following a change in relation to the Index, offering a right of redemption to the holders of the Reference Gilt, and (in either case) no amendment or substitution of the Index shall have been advised by the Indexation Adviser to the Issuer and such circumstances are continuing, the Issuer may, upon giving not more than 60 nor less than 30 days' notice to the Trustee and the Noteholders (or such other notice period as may be specified in the applicable Final Terms) in accordance with Condition 14, redeem all, but not some only, of the Notes at their Early Redemption Amount referred to in Condition 6.6 below together (if appropriate) with interest accrued to (but excluding) the date of redemption (in each case adjusted in accordance with Condition 5.2).

6. PAYMENTS

6.1 Method of payment

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto.

6.2 Presentation of definitive Notes and Coupons

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 6.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia)).

Fixed Rate Notes in definitive form (other than Index Linked Notes or Long Maturity Notes (as defined below)) should be presented for payment together with all unexpired Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unexpired Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unexpired Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unexpired Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Index Linked Note or Long Maturity Note in definitive form becomes due and repayable, unexpired Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

6.3 Payments in respect of Global Notes

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

6.4 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer or, as the case may be, the relevant Guarantors will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, the relevant Guarantors to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the relevant Guarantors, adverse tax consequences to the Issuer or the relevant Guarantors.

6.5 Payment Day

If the date for payment of any amount in respect of any Note 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 9) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):
 - (i) in the case of Notes in definitive form only, in the relevant place of presentation; and
 - (ii) in each Additional Financial Centre (other than TARGET2 System) specified in the applicable Final Terms;
- (b) if TARGET2 System is specified as an Additional Financial Centre in the applicable Final Terms, a day on which the TARGET2 System is open; and
- (c) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

6.6 Interpretation of principal and interest

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

- (a) any additional amounts which may be payable with respect to principal under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7.5); and
- (f) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

7. REDEMPTION AND PURCHASE

7.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

7.2 Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is neither a Floating Rate Note nor an Index Linked Interest Note) or on any Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Interest Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Trustee and the Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 or the relevant Guarantors have become obliged to make payment under or pursuant to the terms of the relevant Guarantee and in making payment themselves would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (b) such obligation cannot be avoided by the Issuer or, as the case may be, the relevant Guarantors taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the relevant Guarantors would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Trustee to make available at its specified office to Noteholders (i) a certificate signed by two authorised signatories of the Issuer or, as the case may be, two authorised signatories of each relevant Guarantor stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will or, as the case may be, the relevant Guarantors have or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

Notes redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.5 below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

7.3 Redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 14 (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional

Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption.

7.4 Redemption at the option of the Noteholders (Investor Put)

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 14 not less than the minimum nor more than the maximum period of notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition and the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear, Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

7.5 Early Redemption Amounts

For the purpose of Conditions 5.6 and 7.2 above and Condition 10:

- (a) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount; and
- (b) each Zero Coupon Note will be redeemed at an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the

Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

7.6 Purchases

The Issuer, any relevant Guarantor or any member of the Homes Group may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, such relevant Guarantor or such other member of the Homes Group, as the case may be, surrendered to any Paying Agent for cancellation.

In these Conditions the **Homes Group** means Places for People Homes Limited, its subsidiaries (if any) and any associate (as defined in Section 271 of the Housing and Regeneration Act 2008) of Places for People Homes Limited.

7.7 Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 7.6 above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

7.8 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1, 7.2, 7.3 or 7.4 above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.5(b) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 14.

8. TAXATION

All payments of principal and interest in respect of the Notes and Coupons by or on behalf of the Issuer or the relevant Guarantors will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the relevant Guarantors will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

- (a) presented for payment in the United Kingdom; or

- (b) the holder of which is liable for such taxes or duties in respect of such Note or Coupon by reason of his having some connection with the United Kingdom other than the mere holding of such Note or Coupon; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.5).

As used herein the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14.

9. PRESCRIPTION

The Notes and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8) 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 6.2 or any Talon which would be void pursuant to Condition 6.2.

10. EVENTS OF DEFAULT AND ENFORCEMENT

10.1 Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution (as defined in the Trust Deed) shall (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction), (but in the case of the happening of any of the events described in paragraphs (b) to (d) (other than the winding up or dissolution of the Issuer or any relevant Guarantor) and (e) to (i) inclusive below, only if the Trustee shall have certified in writing to the Issuer and the relevant Guarantors that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice in writing to the Issuer that each Note is, and each Note shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed if any of the following events (each an **Event of Default**) shall occur:

- (a) if default is made in the payment in the Specified Currency of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest; or
- (b) if the Issuer or any relevant Guarantor fails to perform or observe any of its other obligations under the Conditions or the Trust Deed and (except in any case where, in the opinion of the 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 Trustee on the Issuer or the relevant Guarantor, as the case may be, of notice requiring the same to be remedied; or
- (c) (A) any other present or future indebtedness of the Issuer or any relevant Guarantor 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 applicable grace period, or (C) the Issuer or any relevant Guarantor 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 £15,000,000 or its equivalent (as reasonably determined by the Trustee) and provided further, for the avoidance of doubt, that the

amounts mentioned in this paragraph (c) shall exclude the amount of any Housing Grant (as defined below) except for any Housing Grant which is or becomes due and payable to the relevant grant making body or organisation; or

- (d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer or any relevant Guarantor save for the purposes of reorganisation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution; or
- (e) if the Issuer or any relevant Guarantor ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution, or the Issuer or any relevant Guarantor 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
- (f) if (A) proceedings are initiated against the Issuer or any relevant Guarantor under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any relevant Guarantor or, as the case may be, in relation to all or substantially all of the Issuer's or any relevant Guarantor's undertaking or assets, or an encumbrancer takes possession of all or substantially all of the Issuer's or any relevant Guarantor'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 or any relevant Guarantor's undertaking or assets and (B) in any case (other than the appointment of an administrator) is not discharged within 14 days; or
- (g) if the Issuer or any relevant Guarantor 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);
- (h) if, without the prior written consent of the Trustee (such consent not to be unreasonably withheld), Places for People Homes Limited or any relevant Guarantor shall cease, or shall take any formal action, or shall make any public announcement of its intention to cease, to be a Registered Provider of Social Housing (or in the case of Castle Rock Edinvar Housing Association Limited, a Registered Social Landlord) whose principal business is carried on in the United Kingdom;
- (i) with respect to any Notes issued by Places for People Capital Markets plc or Places for People Treasury plc, if the Issuer ceases to be a subsidiary wholly owned by Places for People Group Limited (the **Group Parent**); or
- (j) with respect to any Notes issued by Places for People Capital Markets plc or Places for People Treasury plc, if the Capital Markets/Treasury Guarantee ceases to be, or is claimed by the Issuer or any relevant Guarantor not to be, in full force and effect; and
- (k) with respect to any Notes issued by Places for People Homes Limited, if the Homes Guarantee ceases to be, or is claimed by the Issuer or any relevant Guarantor not to be, in full force and effect.

As used in this Condition:

Housing Grant means a grant payable to Places for People Homes Limited or any relevant Guarantor under Section 50 of the Housing Act 1988 (or any statutory provision which Section 50 replaced), Section 2(2) of the Housing (Scotland) Act 1988, Section 18, 20 or 21 of the Housing Act 1996, Part 2 of the Housing (Scotland)

Act 2006, Section 19 or 35 of the Housing and Regeneration Act 2008 or any grant replacing or substituted for such from time to time (**SHG**) or any other grant, loan or subsidy (whether taking the form of money or money's worth including, without limitation, land) provided by:

- (a) a body which is a public sector authority as defined in Section 573 of the Housing Act 1985 or Section 300 of the Housing (Scotland) Act 1987 other than a Registered Provider of Social Housing or a Registered Social Landlord;
- (b) a development corporation as defined by Sections 4(c) or 4(d) of the Housing Act 1985 or Section 338 of the Housing (Scotland) Act 1987;
- (c) a District Health Authority as defined in Section 1 of the Health Services Act 1980 or a health board as defined in Section 2 of the National Health Service (Scotland) Act 1978;
- (d) a Housing Action Trust within the meaning of the Housing Act 1988;
- (e) any other body agreed between Places for People Homes Limited or the relevant Guarantor and the Trustee from time to time; or
- (f) any other body where the grant, loan or subsidy is, in the reasonable opinion of Places for People Homes Limited's or the relevant Guarantor's auditors equivalent to any of the foregoing,

but in each case no more onerous than a SHG in its terms for repayment in all material respects and ranking similarly in point of security in the winding up of Places for People Homes Limited or such relevant Guarantor;

Registered Provider of Social Housing means a person registered as a provider of social housing with the Regulator pursuant to the Housing and Regeneration Act 2008 (as amended from time to time) (which, for the avoidance of doubt, includes the Guarantors) or any other statutory or legislative provision which is deemed, in the reasonable opinion of the Trustee, to replace such Act (or any successor thereto);

Registered Social Landlord means a social landlord within the meaning of Section 20 of the Housing (Scotland) Act 2010; and

Regulator means the Regulator of Social Housing being the governmental body which regulates housing associations in England and, in the event any such body ceases to exist, any public sector body which, in the reasonable opinion of the Trustee (after consultation with the relevant Guarantor) is the successor or otherwise equivalent thereto.

10.2 Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer and/or any relevant Guarantor as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Notes or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

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

11. REPLACEMENT OF NOTES, COUPONS AND TALONS

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

12. PAYING AGENTS

The names of the initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer and any relevant Guarantor is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (a) there will at all times be an Agent;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
- (c) in so far as the Issuer or any relevant Guarantor would be obliged (but for the provisions of Condition 8(a)) to pay additional amounts pursuant to Condition 8 upon presentation of the Notes or Coupons (as the case may be) for payment in the United Kingdom, there will at all times be a Paying Agent in a jurisdiction within continental Europe, other than the United Kingdom.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.4. Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 14.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer, the relevant Guarantors and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, 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.

13. 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 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 Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

14. NOTICES

All notices regarding the Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the *Financial Times* in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such websites the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the

relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

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

15. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer, any relevant Guarantor or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than five per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons or the Trust Deed that fall within the definition of a “Reserved Matter” (as defined in the Trust Deed and which include the modification of the date of maturity of the Notes or any date for payment of interest thereon, the reduction or cancellation of the amount of principal or the rate of interest payable in respect of the Notes or the alternation of the currency of payment of the Notes or the Coupons), the quorum shall be one or more persons holding or representing not less than three quarters in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one quarter in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed by the Noteholders will be binding on all the Noteholders, whether or not they are present at any meeting and whether or not they voted on such Extraordinary Resolution, and on all Couponholders.

The Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes, the Trust Deed or the Agency Agreement, or determine, without any such consent as aforesaid, that any Event of Default or potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification which is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Trustee, is proven. Any such modification shall be binding on the Noteholders, and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

In addition, the Trustee shall (subject to and in accordance with the provisions of Condition 3.2(c)) be obliged to agree such modifications to the Trust Deed, the Agency Agreement and the Conditions as may be required in order to give effect to Condition 3.2(c) in connection with effecting any Benchmark Amendments without the requirement for the consent or sanction of the Noteholders or the Couponholders. Any such modification shall be binding on the Noteholders and the Couponholders and shall be notified to the Noteholders as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders 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 Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, any relevant Guarantor, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 8 and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

The Trustee may, without the consent of the Noteholders, agree with the Issuer, to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Notes, Coupons and the Trust Deed of another company, registered society or other entity, being a member of the Homes Group, subject to (a) in the case of Notes issued by Places for People Homes Limited, such Notes being unconditionally and irrevocably jointly and severally guaranteed by the Homes Guarantors or, in the case of Notes issued by Places for People Capital Markets plc or Places for People Treasury plc, such Notes being unconditionally and irrevocably jointly and severally guaranteed by the Capital Markets/Treasury Guarantors, (b) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution and (c) certain other conditions set out in the Trust Deed being complied with.

16. INDEMNIFICATION OF THE TRUSTEE AND TRUSTEE CONTRACTING WITH THE ISSUER AND/OR ANY GUARANTOR

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and any Guarantor and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, any Guarantor and/or any other member of the Group, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

17. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

19. GOVERNING LAW

The Trust Deed, the Agency Agreement, the Notes, and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes, and the Coupons are governed by, and shall be construed in accordance with, English law.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by (i) Places for People Homes Limited for its general corporate purposes; (ii) Places for People Capital Markets plc by on-lending to Places for People Homes Limited to be used by Places for People Homes Limited for its general corporate purposes; and (iii) Places for People Treasury plc by on-lending to any Guarantor (subject to certain limited exceptions) to be used by such Guarantor for its general corporate purposes.

THE PLACES FOR PEOPLE GROUP

Places for People Group Limited (the **Group Parent**) is the parent company of the Places for People group of companies (the **Group**).

The Group is one of the largest property management and development groups in the UK, comprising 209,312 homes (as at 31 March 2020) either owned or managed in a mixture of different tenures and an asset base at a cost of £4.8 billion. With 6,178 full-time equivalent employees (average for the year to 31 March 2020), the Group provides a diverse range of products and services to create high quality, safe and sustainable communities. The Group provides a range of housing solutions, specialist care and support services, employment and training opportunities, financial services, regeneration master planning and leisure management services.

The Group consists of six Registered Providers of Social Housing in England, one Registered Social Landlord in Scotland and a number of other operating subsidiaries which are pursuing complementary activities. The Registered Providers of Social Housing and the Registered Social Landlord are run as businesses and any surplus which may result from their operations is reinvested in the Group. The Group provides central services to the companies within the Group. The Board of Directors of the Group Parent (the **Group Board**) sets strategy across the Group and approves the business plans of the operating subsidiaries, including that of the Issuers and the Guarantors.

Each Guarantor has adopted the Group's treasury management policy and practices and is supported by the Group's treasury function. The Group's treasury function has clear policies and operating parameters, including in relation to interest rate and currency risk management, and its activities are regularly reviewed and audited to ensure that each Guarantor is not over exposed to interest rate and currency risk. The undertaking of speculative transactions is not permitted.

Housing Stock for the Group as at 31 March 2020

Social housing units managed	68,826
Non-social housing units managed	138,115
Housing owned but managed by another body	2,371
Total housing owned or managed	209,312

As at the date of this Offering Circular, other companies in the Group include:

- * Places for People Developments Limited;
- * Places for People Scotland Limited;
- * The Places Foundation;
- * Chorus Homes Group Limited;
- * Millwood Designer Homes Limited;
- * Places for People Financial Services Limited;
- * Emblem Homes Limited;
- * Places for People Landscapes Limited;
- * PFPL (Holdings) Limited;
- * Places for People Leisure Limited;
- * Zero C Group (2008) Limited;
- * Touchstone Corporate Property Services Limited;
- * Residential Management Group Limited;
- * Places for People Finance Plc;

- * Places for People Ventures Limited; and
- * Places for People Ventures Operations Limited.

Administrative, Management and Supervisory Bodies

The Group operates in most parts of England through a functional management structure designed to promote effective service delivery and accountability at a local level.

The Group Board is responsible for setting strategies and policies for the whole Group and co-ordinating the Group's activities through agreements with the subsidiaries. The Group Board exercises control over Places for People Homes Limited and the other Guarantors through either Independence and Responsibility Agreements or Intra-Group Agreements, Service Level Agreements and powers granted to the Group Parent and the other Guarantors in the Rules of Places for People Homes Limited and such other Guarantors. The Group Board has responsibility for the operational performance of the Group's regulated businesses including that of Places for People Homes Limited and the other Guarantors.

The names and positions of the current members of the Group Board and such members' other positions within the Group and their principal activities outside the Group, where these are significant with respect to the Group, are as follows:

Name	Position	Other positions within the Group and principal activities outside the Group
Mr C Phillips	Group Chair	Chair of Londonewcastle Group Limited Twenty three other Group Directorships
Mr G Waddell	Senior Independent Director	Chair of Castle Rock Edinvar Housing Association Limited Three other Group Directorships
Mr S Black	Group Executive Director, Development	Eleven other Group Directorships
Mr D Cowans	Group Chief Executive (PfP)	One hundred and twenty three other Group Directorships
Mr A Cleal	Non-Executive Director	Three other Group Directorships
Ms A Daniel	Non-Executive Director	Two other Group Directorships
Ms R Finn	Non-Executive Director	Two other Group Directorships
Mr N Hopkins	Non-Executive Director	Three other Group Directorships Associate, Concerto Consulting
Mr A Hussain	Non-Executive Director	Director Gladstone Group Limited No other Group Directorships
Ms T James	Non-Executive Director	No other Group Directorships
Mr G Kitchen	Non-Executive Director	Non-Executive Director of Invesco Perpetual Select Trust plc, The Mercantile Investment Trust plc and AVI Global Trust plc. Six other Group Directorships
Ms L Lackey	Non-Executive Director	Chair of the Places for People Regulated board Ten other Group Directorships Partner, One5Two LLP

Mrs D Marriott-Lavery	Group Executive Director, Affordable Housing	Nine other Group Directorships
Mr T Weightman	Group Executive Director, Assets & Investments	Twenty three other Group Directorships
Mr A Winstanley	Group Executive Director, Finance	Fifty five other Group Directorships
Ms E Woolman	Non-Executive Director	No other Group Directorship
Mr C Martin	Group Company Secretary and Legal Services Director	Two other Group Directorships

The business address for all members of the Group Board is 80 Cheapside, London EC2V 6EE.

Other than the below noted interests, there are no potential conflicts of interest between any duties to the Group of the members of the Group Board and their private interests and/or duties.

Interests

1. David Cowans, Group CEO: Minority shareholdings in Brio Retirement Living (Holdings) Limited; and
2. Chris Phillips, Group Chairman: Interest in minority shareholdings in Brio Retirement Living (Holdings) Limited and Market Asset Management Limited (held via Centaurea Investments Limited of which he and Ms L. Lackey are board members) and a board position with London & Newcastle Capital Limited.

Each individual is aware of their obligation to abstain from any vote on a matter on which he has a conflict of interest and subject to the views of the board at the time, not to participate in any discussion of that matter at a board meeting.

Share Capital and Major Shareholders

As at the date of this Offering Circular, the Group Parent is a company limited by guarantee without shareholders. There are 12 members and the maximum amount required to be contributed by each member to the funds of the Group Parent is £1. The individual members are Mr C Phillips, Mr G Waddell, Mr A Cleal, Ms A Daniel, Ms R Finn, Mr N Hopkins, Mr A Hussain, Ms T James, Mr G Kitchen, Ms L Lackey and Ms E Woolman. There is one corporate member which is Castle Rock Edinvar Housing Association Limited. None of the members holds an interest of more than 25 per cent. Membership may not be sold or transferred. Where membership is held by virtue of being a non-executive director, membership is forfeited when the directorship is terminated. There is no distinction between the voting rights of the individual members and the corporate member. These arrangements have the consequence that the Group Parent is not financed through funds raised through its members.

Organisational Structure and Shareholding

The Group Parent is the ultimate parent company of the Group.

Corporate Governance

The Group Board is responsible for maintaining and reviewing the Group's system of internal control. The Group Audit & Risk Committee is responsible to the Group Board for monitoring this system and reporting on its effectiveness. Any such system can provide reasonable but not absolute assurance against material misstatement or loss, and the development of the system is a continuing process.

The Executive Strategic Risk Management & Value for Money Group monitors and steers the development and implementation of enhancements to the risk management processes and reports to the Audit & Risk Committee and Group Board as appropriate. Key tasks for the Strategic Risk Management & Value for Money Group are overseeing the development of risk policy together with the review and refining of the Risk Management Framework and associated risk maps. The Strategic Risk Management & Value for Money Group also scenario tests key risks and monitors adherence

to the risk management processes. The Strategic Risk Management & Value for Money Group comprises the Group Executive and a number of senior managers.

The Group Board believes that, for the year ended 31 March 2020, the Group had in place the frameworks required to comply with the requirements of the regulatory framework operated by the Regulator of Social Housing. The Group Board is also of the view that the Group complies with the UK Corporate Governance Code (save for certain provisions including those that concern only companies with shares traded on an exchange).

The overall internal control framework comprises:

- * framework and structures to ensure that the business remains viable and is managed effectively; and
- * the identification of appropriate assurance mechanisms that can be used to ensure that the internal control framework is operating effectively.

A key element of the framework of control is the submission of a report from the Group Chief Executive to the Group Board in relation to the effectiveness of internal control. A specific requirement of the framework states:

"to help the board review the effectiveness of the Group's system of internal control, its chief executive or executive team should present it with an annual report on the effectiveness of the system. This should refer to the forms of assurance that the board considers appropriate to obtaining overall assurance on the system. Where there is an Audit Committee in place, the chief executive or executive team may present their report to it."

PLACES FOR PEOPLE CAPITAL MARKETS PLC

Incorporation

Places for People Capital Markets plc is a public limited company incorporated in England and Wales with registered number 7623063 on 5 May 2011 under the Companies Act 2006. Places for People Capital Markets plc is a wholly-owned subsidiary of the Group Parent.

The registered address of Places for People Capital Markets plc is 80 Cheapside, London EC2V 6EE. The telephone number of its registered address is 020 7429 0400. Places for People Capital Markets plc has no subsidiaries.

Principal Activities of Places for People Capital Markets plc

Places for People Capital Markets plc is a special purpose vehicle established for the purpose of issuing Notes under the Programme described in this Offering Circular (and incurring other indebtedness) and lending the proceeds thereof to Places for People Homes Limited to be applied in the achievement of Places for People Homes Limited's objects.

Administrative, Management and Supervisory Bodies

The directors of Places for People Capital Markets plc and their other principal activities are:

Name	Position	Principal Activities outside Places for People Capital Markets plc
Mr D Cowans	Chair	Group Chief Executive (PfP) One hundred and twenty three other Group Directorships including Group Board membership
Mr A Winstanley	Director	Group Executive Director, Finance Fifty five other Group Directorships including Group Board membership
Mr M Cooper	Director	Tax and Treasury Director Seven other Group Directorships

The business address of each of the directors is 80 Cheapside, London EC2V 6EE.

The Secretary of Places for People Capital Markets plc is Mr C Martin whose business address is at 80 Cheapside, London EC2V 6EE.

There are no potential conflicts of interest between any duties to Places for People Capital Markets plc of the directors of Places for People Capital Markets plc and their private interests and/or duties.

Share Capital and Major Shareholders

As at 30 September 2020, the entire issued share capital of Places for People Capital Markets plc comprised 50,000 ordinary shares of £1 each, all of which were fully paid up.

The Group Parent holds all of the shares of Places for People Capital Markets plc directly.

Organisational Structure and Shareholding

Places for People Capital Markets plc is 100 per cent. owned by the Group Parent.

Material Contracts

As at the date of this Offering Circular, save for the loan agreement referred to below, no contract has been entered into by Places for People Capital Markets plc which could result in any member of the Group being under an obligation or entitlement that is material to Places for People Capital Markets plc's ability to meet its obligation to the holders of the Notes.

Places for People Capital Markets plc has on-lent and will continue to on-lend the proceeds from the Notes issued by it (net of fees) to Places for People Homes Limited under a loan agreement entered into between Places for People Capital Markets plc and Places for People Homes Limited (without prejudice to the ability of Places for People Homes Limited itself to issue Notes under the Programme). The terms of the loan agreement are on an arm's length basis and on normal commercial terms for the sector.

Recent Developments

There have been no recent events particular to Places for People Capital Markets plc that are, to a material extent, relevant to the evaluation of Places for People Capital Markets plc's solvency.

PLACES FOR PEOPLE HOMES LIMITED

Incorporation

Places for People Homes Limited (formerly known as North British Housing Limited) is a registered society incorporated with limited liability under the Co-operative and Community Benefit Societies Act 2014 (with registered number 19447R) on 14 May 1970 and is also registered under the Housing and Regeneration Act 2008 (as amended) with the Regulator of Social Housing (with registered number L0659). It is also affiliated to the National Housing Federation.

The registered address of Places for People Homes Limited is 80 Cheapside, London EC2V 6EE. The telephone number of its registered address is 020 7429 0400.

Places for People Homes Limited changed its name from North British Housing Limited to Places for People Homes Limited on 24 May 2006.

Principal Activities of Places for People Homes Limited

Places for People Homes Limited is a subsidiary of the Group Parent. Places for People Homes Limited is the main asset holding company within the Group.

Places for People Homes Limited is a Registered Provider of Social Housing and a not-for-profit organisation whose activities are regulated by the Regulator of Social Housing. Places for People Homes Limited's primary business objectives are to provide a wide range of products and services in the housing sector including the development of new homes at affordable and open market rents, and for open market and affordable residential property sales.

At 31 March 2020, Places for People Homes Limited owned or managed 50,105 homes. The property portfolio includes houses, apartments and bungalows for families, single and elderly people.

Places for People Homes Limited works in partnership with a wide range of statutory and voluntary organisations to deliver a locally responsive service, backed by the expertise and financial strength of the Group. This is demonstrated by the broad scope of Places for People Homes Limited's activities, which include:

- * the management of quality, affordable housing for families, couples and single people and accommodation for students;
- * investment in new development, large scale regeneration and conversion schemes; and
- * low cost home ownership initiatives.

Housing Stock for Places for People Homes Limited as at 31 March 2020

Social housing units managed	37,925
Non-social housing units managed	2,105
Housing owned but managed by another body	10,075
Total housing owned or managed	50,105

Places for People Homes Limited has one wholly owned operating subsidiary, which is Places for People Landscapes Limited.

Places for People Landscapes Limited (formerly North British Landscapes Limited) was incorporated as a private limited company on 19 February 1986 and offers landscaping and maintenance services both internally to the Group and to external customers. As at 31 March 2020, Places for People Landscapes Limited employed 218 members of staff.

Administrative, Management and Supervisory Bodies

The Executive Team responsible for day to day management of Places for People Homes Limited comprises the Group Chief Executive, two Group Directors responsible for Finance and Affordable Housing, and the Group Company Secretary.

The names and positions of the current members of the board and such members' principal activities outside Places for People Homes Limited, where these are significant with respect to Places for People Homes Limited, are as follows:

Name	Position	Principal Activities outside Places for People Homes Limited
Ms L Lackey	Chair	Non-Executive Director of the Group Parent & Chair of the Places for People Regulated board Partner, One5Two LLP Ten other Group Directorships including Group Board membership
Mrs D Marriott-Lavery	Board Member	Group Executive Director, Affordable Housing Nine other Group Directorships including Group Board membership
Mr D Cowans	Board Member	Group Chief Executive (PfP) One hundred and twenty three other Group Directorships including Group Board membership
Mr N Hopkins	Board Member	Non-Executive Director of the Group Parent Three other Group Directorships including Group Board membership Associate, Concerto Consulting
Mr G Kitchen	Board Member	Non-Executive Director of the Group Parent Non-Executive Director of Invesco Perpetual Select Trust plc, The Mercantile Investment Trust plc and AVI Global Trust plc Six other Group Directorships including Group Board membership
Ms A Daniel	Board Member	Non-Executive Director of the Group Parent Two other Group Directorships including Group Board membership Non-Executive Director of the Group Parent Two other Group Directorships including Group Board membership
Ms R Finn	Board Member	Non-Executive Director of the Places for People Regulated board One other Group Directorship Non-Executive Director of the Places for People Regulated board One other Group Directorship

Ms H Anderson	Board Member	Non-Executive Director of the Places for People Regulated board Two other Group Directorships
Ms A Aldridge	Board Member	Managing Director of Places for People Homes Limited
Ms C Davis	Board Member	Non-Executive Director of the Places for People Regulated board Two other Group Directorships
Ms W Pretten	Board Member	
Mr A Winstanley	Board Member	Group Executive Director, Finance Fifty five other Group Executive Directorships including Group Board membership

The business address for all members of the board is 80 Cheapside, London EC2V 6EE.

The Secretary of Places for People Homes Limited is Mr C Martin whose business address is at 80 Cheapside, London EC2V 6EE.

There are no potential conflicts of interest between any duties to Places for People Homes Limited of the members of the board and their private interests and/or duties.

Share Capital and Major Shareholders

As at 30 September 2020, Places for People Homes Limited had allotted, issued and fully paid 9 ordinary shares of £1 each.

The share capital of Places for People Homes Limited was held by the Group Parent and eight individual shareholders: Ms L Lackey, Mr N Hopkins, Mr G Kitchen, Ms A Daniel, Ms R Finn, Ms H Anderson, Ms A Aldridge and Ms C Davis.

Places for People Homes Limited's shares carry no right to interest, dividend or bonus. When a shareholder ceases to be a shareholder, his or her share is cancelled and the amount paid up becomes the property of Places for People Homes Limited. Any shareholder must be proposed for shareholder membership by the Group Parent.

Organisational Structure and Shareholding

The Group Parent controls the appointment and removal of shareholders and board members of Places for People Homes Limited.

Material Contracts

As at the date of this Offering Circular, no contract has been entered into by Places for People Homes Limited which could result in any member of the Group being under an obligation or entitlement that is material to Places for People Homes Limited's ability to meet its obligation to the holders of the Notes.

Recent Developments

There have been no recent events particular to Places for People Homes Limited that are, to a material extent, relevant to the evaluation of Places for People Homes Limited's solvency.

PLACES FOR PEOPLE TREASURY PLC

Incorporation

Places for People Treasury plc was established as a private limited company incorporated in England and Wales with registered number 9272235 on 20 October 2014 under the Companies Act 2006 and converted to a public limited company on 13 November 2015. Places for People Treasury plc is a wholly-owned subsidiary of the Group Parent.

The registered address of Places for People Treasury plc is 80 Cheapside, London EC2V 6EE. The telephone number of its registered address is 020 7429 0400. Places for People Treasury plc has no subsidiaries.

Principal Activities of Places for People Treasury plc

Places for People Treasury plc is a special purpose vehicle which has been established as the treasury vehicle of the regulated entities in the Group. The principal activity of Places for People Treasury plc is raising finance and incurring indebtedness through entering into unsecured and secured credit facilities and issuing bonds and notes (including, without limitation, Notes under the Programme described in this Offering Circular). Places for People Treasury plc will on-lend the proceeds thereof to any Guarantors (subject to certain limited exceptions) (and exclusively) to be used by such Guarantor for its general corporate purposes. Places for People Treasury plc has no other business operations.

Administrative, Management and Supervisory Bodies

The directors of Places for People Treasury plc and their other principal activities are:

Name	Position	Principal Activities outside Places for People Treasury plc
Mr C Phillips	Chair	Group Chair Chair of Londonewcastle Group Limited Twenty three other Group Directorships including Group Board membership
Mr D Cowans	Director	Group Chief Executive (PfP) One hundred and twenty three other Group Directorships including Group Board membership
Mr M Cooper	Director	Tax and Treasury Director Seven other Group Directorships
Mr G Kitchen	Director	Non-Executive Director of the Group Parent Non-Executive Director of Invesco Perpetual Select Trust plc, The Mercantile Investment Trust plc and AVI Global Trust plc Six other Group Directorships including Group Board membership
Ms L Lackey	Director	Non-Executive Director of the Group Parent & Chair of the Places for People Regulated board Partner, One5Two LLP Ten other Group Directorships including Group Board membership

Mr G Waddell	Director	Non-Executive Director of the Group Parent Chair of the board of Castle Rock Edinvar Housing Association Limited Three other Group Directorships including Group Board membership
Mr A Winstanley	Director	Group Executive Director, Finance Fifty five other Group Directorships including Group Board membership

The business address of each of the directors is 80 Cheapside, London EC2V 6EE.

The Secretary of Places for People Treasury plc is Mr C Martin whose business address is at 80 Cheapside, London EC2V 6EE.

There are no potential conflicts of interest between any duties to Places for People Treasury plc of the directors of Places for People Treasury plc and their private interests and/or duties.

Share Capital and Major Shareholders

As at 30 September 2020, the entire issued share capital of Places for People Treasury plc comprised 50,000 ordinary shares of £1 each, all of which were fully paid up.

The Group Parent holds all of the shares of Places for People Treasury plc directly.

Organisational Structure and Shareholding

Places for People Treasury plc is 100 per cent. owned by the Group Parent.

Material Contracts

As at the date of this Offering Circular, save for the loan agreements referred to below, no contract has been entered into by Places for People Treasury plc which could result in any member of the Group being under an obligation or entitlement that is material to Places for People Treasury plc's ability to meet its obligation to the holders of the Notes.

Places for People Treasury plc has on-lent and will continue to on-lend proceeds from borrowings under revolving credit facilities (net of fees) to the Guarantors under loan agreements between Places for People Treasury plc and each Guarantor in line with such Guarantor's cash flow requirements. The terms of the loan agreements are on an arm's length basis and on normal commercial terms for the sector.

Recent Developments

There have been no recent events particular to Places for People Treasury plc that are, to a material extent, relevant to the evaluation of Places for People Treasury plc's solvency.

PLACES FOR PEOPLE LIVING+ LIMITED

Incorporation

Places for People Living+ Limited (formerly known as Places for People Individual Support Limited) is a registered society incorporated with limited liability under the Co-operative and Community Benefit Societies Act 2014 (with registered number 20014R) on 11 November 1971 and is also registered under the Housing and Regeneration Act 2008 (as amended) with the Regulator of Social Housing (with registered number LH3926).

The registered address of Places for People Living+ Limited is 80 Cheapside, London EC2V 6EE. The telephone number of its registered address is 020 7429 0400.

Places for People Living+ Limited changed its name from Places for People Individual Support Limited to Places for People Living+ Limited on 11 March 2016.

Principal Activities of Places for People Living+ Limited

Places for People Living+ Limited is engaged in the development and management of care and supported housing activities for the Group and undertakes relevant activities to ensure the future delivery of care and support services to tenants.

Places for People Living+ Limited has no subsidiaries.

Housing Stock for Places for People Living+ Limited as at 31 March 2020

Social housing units managed	2,160
Non-social housing units managed	53
Housing owned but managed by another body	4,413
Total housing owned or managed	6,626

Administrative, Management and Supervisory Bodies

The names and positions of the current members of the board and such members' principal activities outside Places for People Living+ Limited, where these are significant with respect to Places for People Living+ Limited, are as follows:

Name	Position	Principal Activities outside Places for People Living+ Limited
Ms L Lackey	Chair	Non-Executive Director of the Group Parent & Chair of the Places for People Regulated board Partner, One5Two LLP Ten other Group Directorships including Group Board membership
Mr A Lomas	Board Member	Managing Director of Places for People Living+ Limited
Ms D Marriott Lavery	Board Member	Group Executive Director, Affordable Housing Nine other Group Directorships including Group Board membership
Mr D Cowans	Board Member	Group Chief Executive (PfP) One hundred and twenty three other Group Directorships including Group Board membership
Mr G Kitchen	Board Member	Non-Executive Director of the Group Parent

		Non-Executive Director of Invesco Perpetual Select Trust plc, The Mercantile Investment Trust plc and AVI Global Trust plc Six other Group Directorships including Group Board membership
Ms A Daniel	Board Member	Non-Executive Director of the Group Parent Two other Group Directorships including Group Board membership
Ms R Finn	Board Member	Non-Executive Director of the Group Parent Two other Group Directorships including Group Board memberships
Ms H Anderson	Board Member	Non-Executive Director of the Places for People Regulated board One other Group Directorship
Ms A Aldridge	Board Member	Non-Executive Director of the Places for People Regulated board One other Group Directorship
Ms C Davis	Board Member	Non-Executive Director of the Places for People Regulated board Two other Group Directorships
Mr A Winstanley	Board Member	Group Executive Director, Finance Fifty five other Group Directorships including Group Board membership
Mr N Hopkins	Board Member	Non-Executive Director of the Group Parent Three other Group Directorships including Group Board membership Associate, Concerto Consulting
Mr A Lomas	Board Member	None

The business address for all members of the board of management is 80 Cheapside, London EC2V 6EE.

The Secretary of Places for People Living+ Limited is Mr C Martin whose business address is at 80 Cheapside, London EC2V 6EE.

There are no potential conflicts of interest between any duties to Places for People Living+ Limited of the members of the board of Places for People Living+ Limited and their private interests and/or duties.

Share Capital and Major Shareholders

As at 30 September 2020, Places for People Living+ Limited had allotted, issued and fully paid 808 ordinary shares of £1 each.

The share capital of Places for People Living+ Limited was held by Places for People Homes Limited and eight individual shareholders: Ms L Lackey, Mr G Kitchen, Mr N Hopkins, Ms A Daniel, Ms R Finn, Ms H Anderson, Ms A Aldridge and Ms C Davis.

Places for People Living+ Limited's shares carry no right to interest, dividend or bonus. When a shareholder ceases to be a shareholder, his or her share is cancelled and the amount paid up becomes the property of Places for People Living+ Limited. Any shareholder must be proposed for membership by the Group Parent.

Organisational Structure and Shareholding

The Group Parent controls the appointment and removal of shareholders and board members of Places for People Living+ Limited.

Material Contracts

As at the date of this Offering Circular, no contract has been entered into by Places for People Living+ Limited which could result in any member of the Group being under an obligation or entitlement that is material to Places for People Living+ Limited's ability to meet its obligation to the holders of the Notes.

Recent Developments

There have been no recent events particular to Places for People Living+ Limited that are, to a material extent, relevant to the evaluation of Places for People Living+ Limited's solvency.

CASTLE ROCK EDINVAR HOUSING ASSOCIATION LIMITED

Incorporation

Castle Rock Edinvar Housing Association Limited (formerly known as Edinvar Housing Association Limited) is a registered social landlord within the meaning of the Housing (Scotland) Act 2010 (with registered number 1767RS) and is regulated by the Scottish Housing Regulator.

The registered address of Castle Rock Edinvar Housing Association Limited is 1 Hay Avenue, Edinburgh EH16 4RW. The telephone number of its registered address is 0131 657 0600.

Castle Rock Edinvar Housing Association Limited changed its name from Edinvar Housing Association Limited to Castle Rock Edinvar Housing Association Limited on 1 August 2005.

Principal Activities of Castle Rock Edinvar Housing Association Limited

Castle Rock Edinvar Housing Association Limited is a subsidiary of the Group Parent. Castle Rock Edinvar Housing Association Limited is a housing provider and neighbourhood management company in Scotland.

Castle Rock Edinvar Housing Association Limited has one wholly owned operating subsidiary, Places for People Scotland Limited.

The principal activity of Castle Rock Edinvar Housing Association Limited is the provision of owned, managed, rented and shared ownership homes across Scotland, at affordable prices. Castle Rock Edinvar Housing Association Limited works closely with its subsidiary, Places for People Scotland Limited, to achieve this.

Housing Stock for Castle Rock Edinvar Housing Association Limited as at 31 March 2020

Social housing units managed	6,441
Non-social housing units managed	0
Housing owned but managed by another body	852
Total housing owned or managed	7,293

Administrative, Management and Supervisory Bodies

The names and positions of the current members of the board and such members' principal activities outside Castle Rock Edinvar Housing Association Limited, where these are significant with respect to Castle Rock Edinvar Housing Association Limited, are as follows:

Name	Position	Principal Activities outside Castle Rock Edinvar Housing Association Limited
Mr G Waddell	Chair	Non-Executive Director of the Group Parent Three other Group Directorships including Group Board membership
Mr S Oswald	Board Member	Board member of Places for People Scotland Limited
Mr A Winstanley	Board Member	Group Executive Director, Finance Fifty-five other Group Executive Directorships including Group Board membership
Ms J Hamblin	Board Member	Non-executive Director of Scottish Government

		Chair of the Scottish Government Audit and Risk Committee
		Board member of the Education Board at the Merchant Company of Edinburgh
Ms P Scott	Board Member	Non-Executive Director at J. Donaldson Timber
Mr B Dale	Board Member	None
Ms A Freshwater	Board Member	Association of Property Lenders Law Society of Scotland Company Secretary at Alpine Centre of Excellence
Mr A Devine	Board Member	Director at Standard Life Private Equity Trust Director at Evedin Consulting Limited
Mr T Scott	Board Member	Director of Shetland Space Centre Limited Places for People Scotland Limited
Mr T Norris	Board Member	Lothian Housing Association Limited Grahamstone Limited

The business address for all members of the board is 1 Hay Avenue, Edinburgh EH16 4RW.

The Secretary of Castle Rock Edinvar Housing Association Limited is Mr C Martin whose business address is at 80 Cheapside, London EC2V 6EE.

There are no potential conflicts of interest between any duties to Castle Rock Edinvar Housing Association Limited of the members of the board and their private interests and/or duties.

Share Capital and Major Shareholders

As at 30 September 2020, Castle Rock Edinvar Housing Association Limited had allotted, issued and fully paid 99 ordinary shares of £1 each.

The share capital of Castle Rock Edinvar Housing Association Limited was held by the Group Parent as national member and 88 community members.

Castle Rock Edinvar Housing Association Limited's shares carry no right to interest, dividend or bonus. When a shareholder ceases to be a shareholder, his or her share is cancelled and the amount paid up becomes the property of Castle Rock Edinvar Housing Association Limited.

Organisational Structure and Shareholding

The Group Parent controls the appointment and removal of shareholders and board members of Castle Rock Edinvar Housing Association Limited.

Material Contracts

As at the date of this Offering Circular, no contract has been entered into by Castle Rock Edinvar Housing Association Limited which could result in any member of the Group being under an obligation or entitlement that is material to Castle Rock Edinvar Housing Association Limited's ability to meet its obligation to the holders of the Notes.

Recent Developments

There have been no recent events particular to Places for Castle Rock Edinvar Housing Association Limited that are, to a material extent, relevant to the evaluation of Castle Rock Edinvar Housing Association Limited's solvency.

COTMAN HOUSING ASSOCIATION LIMITED

Incorporation

Cotman Housing Association Limited is a registered society incorporated with limited liability under the Co-operative and Community Benefit Societies Act 2014 (with registered number 19473R) on 10 June 1970 and is also registered under the Housing and Regeneration Act 2008 (as amended) with the Regulator of Social Housing (with registered number L0284).

The registered address of Cotman Housing Association Limited is 80 Cheapside, London EC2V 6EE. The telephone number of its registered address is 020 7429 0400.

Principal Activities of Cotman Housing Association Limited

The principal activity of Cotman Housing Association Limited is the provision of rented housing at affordable rents to those most in need. Cotman Housing Association Limited also provides housing to qualifying people of limited means through the alternative tenures of shared ownership and leasehold for the elderly and an agency management service to other not-for-profit organisations.

Cotman Housing Association Limited has no subsidiaries.

Housing Stock for Cotman Housing Association Limited as at 31 March 2020

Social housing units managed	3,246
Non-social housing units managed	75
Housing owned but managed by another body	87
Total housing owned or managed	3,408

Administrative, Management and Supervisory Bodies

The names and positions of the current members of the board and such members' principal activities outside Cotman Housing Association Limited, where these are significant with respect to Cotman Housing Association Limited, are as follows:

Name	Position	Principal Activities outside Cotman Housing Association Limited
Mr J Brighton	Chair	None
Ms D Marriott-Lavery	Board Member	Group Executive Director, Affordable Housing Nine other Group Directorships including Group Board membership
Mr N Hopkins	Board Member	Non-Executive Director of the Group Parent Three other Group Directorships including Group Board membership Associate, Concerto Consulting
Mr J O'Bryne	Board Member	None
Ms N Wilson	Board Member	None
Ms S Ringwood	Board Member	None

The business address for all members of the board is 80 Cheapside, London EC2V 6EE.

The Secretary of Cotman Housing Association Limited is Mr C Martin whose business address is at 80 Cheapside, London EC2V 6EE.

There are no potential conflicts of interest between any duties to Cotman Housing Association Limited of the members of the board of Cotman Housing Association Limited and their private interests and/or duties.

Share Capital and Major Shareholders

As at 30 September 2020, Cotman Housing Association Limited had allotted, issued and fully paid 177 ordinary shares of £1 each.

The share capital of Cotman Housing Association Limited was held by the Group Parent as National shareholder and 6 Community shareholders.

Cotman Housing Association Limited's shares carry no right to interest, dividend or bonus. When a shareholder ceases to be a shareholder, his or her share is cancelled and the amount paid up becomes the property of Cotman Housing Association Limited. Any shareholder must be proposed for membership by the Group Parent.

Organisational Structure and Shareholding

The Group Parent controls the appointment and removal of shareholders and board members of Cotman Housing Association Limited.

Material Contracts

As at the date of this Offering Circular, no contract has been entered into by Cotman Housing Association Limited which could result in any member of the Group being under an obligation or entitlement that is material to Cotman Housing Association Limited's ability to meet its obligation to the holders of the Notes.

Recent Developments

There have been no recent events particular to Cotman Housing Association Limited that are, to a material extent, relevant to the evaluation of Cotman Housing Association Limited's solvency.

DERWENT HOUSING ASSOCIATION LIMITED

Incorporation

Derwent Housing Association Limited (formerly known as Derwent Housing Society Limited) is a registered society incorporated with limited liability under the Co-operative and Community Benefit Societies Act 2014 (with registered number 18127R) on 15 August 1967 and is also registered under the Housing and Regeneration Act 2008 (as amended) with the Regulator of Social Housing (with registered number L0715).

The registered address of Derwent Housing Association Limited is 80 Cheapside, London EC2V 6EE. The telephone number of its registered address is 020 7429 0400.

Derwent Housing Association Limited changed its name from Derwent Housing Society Limited to Derwent Housing Association Limited on 7 February 1990.

Principal Activities of Derwent Housing Association Limited

The principal activity of Derwent Housing Association Limited is the provision of affordable housing and services.

As at 30 September 2020, Derwent Housing Association Limited had four subsidiaries.

Housing Stock for Derwent Housing Association Limited as at 31 March 2020

Social housing units managed	8,507
Non-social housing units managed	1,471
Housing owned but managed by another body	140
Total housing owned or managed	10,118

Administrative, Management and Supervisory Bodies

The names and positions of the current members of the board and such members' principal activities outside Derwent Housing Association Limited, where these are significant with respect to Derwent Housing Association Limited, are as follows:

Name	Position	Principal Activities outside Derwent Housing Association Limited
M R Docker	Chair	None
Ms D Marriott-Lavery	Board Member	Group Executive Director, Affordable Housing Nine other Group Directorships including Group Board membership
Ms D Good	Board Member	None
Ms Y Taylor	Board Member	None
Mr G Kitchen	Board Member	Non-executive director of the Group Parent Non-Executive Director of Invesco Perpetual Select Trust plc, The Mercantile Investment Trust plc and AVI Global Trust plc Six other Group Directorships including Group Board membership

The business address for all members of the board is 80 Cheapside, London EC2V 6EE.

The Secretary of Derwent Housing Association Limited is Mr C Martin whose business address is at 80 Cheapside, London EC2V 6EE.

There are no potential conflicts of interest between any duties to Derwent Housing Association Limited of the members of the board of Derwent Housing Association Limited and their private interests and/or duties.

Share Capital and Major Shareholders

As at 30 September 2020, Derwent Housing Association Limited has allotted, issued and fully paid 6 ordinary shares of £1 each.

The share capital of Derwent Housing Association Limited is held by the Group Parent, Places for People Ventures Limited and Places for People Ventures Operations Limited.

Derwent Housing Association Limited's shares carry no right to interest, dividend or bonus. When a shareholder ceases to be a shareholder, his or her share is cancelled and the amount paid up becomes the property of Derwent Housing Association Limited. Any shareholder must be proposed for membership by the Group Parent.

Organisational Structure and Shareholding

The Group Parent controls the appointment and removal of shareholders and board members of Derwent Housing Association Limited.

Material Contracts

As at the date of this Offering Circular, no contract has been entered into by Derwent Housing Association Limited which could result in any member of the Group being under an obligation or entitlement that is material to Derwent Housing Association Limited's ability to meet its obligation to the holders of the Notes.

Recent Developments

There have been no recent events particular to Derwent Housing Association Limited that are, to a material extent, relevant to the evaluation of Derwent Housing Association Limited's solvency.

DESCRIPTION OF THE SOCIAL HOUSING SECTOR IN ENGLAND AND SCOTLAND

Regulation and the Regulatory Framework

England

The Housing and Regeneration Act 2008, as amended by the Localism Act 2011 and the Housing and Planning Act 2016, (the **Act**) legislates for the regulation of social housing provision in England.

Since October 2018, the Regulator of Social Housing has operated as a stand-alone organisation to regulate Registered Providers of Social Housing in order to ensure that they are financially viable and well governed.

The Regulator of Social Housing regulates in accordance with the Regulatory Framework which sets out the standards that 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 of Social Housing and relevant stakeholders. The enforcement by the Regulator of Social Housing of the Standards other than the Economic Standards (as defined below) is restricted to cases in which there is, or there is a risk of, serious detriment to tenants (including future tenants). This is a higher threshold for regulatory intervention than for a breach of the Standards relating to governance and financial viability, rent and value for money (the **Economic Standards**). The Regulatory Framework includes guidance as to how the Regulator of Social Housing will assess whether serious detriment has arisen.

The Regulatory Framework includes requirements to ensure that social housing assets are not put at risk, to protect the public value in those assets and to ensure that Registered Providers of Social Housing can continue to attract the necessary finance to build new homes. On 14 August 2018, the UK Government published a green paper entitled "A new deal for social housing" (described in more detail below) (the **Social Housing Green Paper**) which considers, amongst other things, possible regulatory changes to strengthen the Regulator of Social Housing such as enabling the consumer standards to be enforced in a similar way to the Economic Standards.

In March 2019, the Regulator of Social Housing updated its "Regulating the Standards" publication which outlines the Regulator of Social Housing's operational approach to assessing compliance by Registered Providers of Social Housing with the economic and consumer standards.

The Regulator of Social Housing'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 Guarantors.

The Regulator of Social Housing publishes guidance on how it regulates and carries out periodic in-depth assessments. It adopts a proportionate approach with an emphasis on self-regulation and co-regulation. Serious non-compliance with the economic standards is more likely to lead to a downgrade in grading which is then published as a formal Regulatory Judgement. Any breach of the Standards can lead to the exercise of the Regulator of Social Housing's statutory powers.

In April 2019, following an in depth assessment by the Regulator of Social Housing, the Group Parent retained the highest possible rating of G1 for governance and V1 for viability. Such regulatory judgement also applied to, among others, Places for People Homes Limited, Places for People Living+ Limited, Cotman Housing Association Limited and Derwent Housing Association Limited.

Phase 2 of the Grenfell Tower public inquiry began in January 2020. The Ministry of Housing, Communities and Local Government has announced that a new building safety regulator will be established and based in the Health and Safety Executive. Its objectives will be to raise building safety and performance standards, including overseeing a new, more stringent regime for higher-risk buildings.

Scotland

The Housing (Scotland) Act 2010, as amended by the Housing (Scotland) Act 2014 and the Housing (Amendment) (Scotland) Act 2018, (the **Housing (Scotland) Act**) legislates for the regulation of social housing provision in Scotland. The focus of the Housing (Scotland) Act is on protecting the interests of tenants and the Scottish Housing Regulator's statutory objective is to safeguard and promote the interests of current and future tenants, people who are homeless, factored owners and gypsy/travellers.

The Scottish Housing Regulator regulates in accordance with the Regulatory Framework published in February 2019, which sets out regulatory requirements that apply to the providers of social housing in Scotland (the **Requirements**). The Requirements cover: assurance and notification, Scottish social housing charter performance, tenant and service user redress, whistleblowing, equalities and human rights and in respect of Registered Social Landlords standards of governance and financial management. Registered Social Landlords are required to comply with the Requirements and to establish arrangements to ensure that they are accountable to their tenants, the Scottish Housing Regulator and relevant stakeholders.

The Scottish Housing Regulator requires that each Registered Social Landlord prepares and publishes an annual assurance statement confirming that it is meeting the Requirements including meeting standards of governance and financial management.

The Scottish Regulator is able to make use of its statutory powers where a Registered Social Landlord fails to provide services or manage its affairs to an appropriate standard.

The Scottish Housing Regulator is engaged with Castle Rock Edinvar Housing Association Limited as it is regarded as systemically important due to the size of its operations in Scotland.

Housing Grant

England

Grant funding for Registered Providers of Social Housing has, in recent years, undergone significant and material change. Under the 2011–2015 Affordable Homes Programme, the level of capital grant made available to fund new affordable homes was reduced to £4.5 billion compared to £8.4 billion under the previous review period. To compensate for this, Registered Providers of Social Housing are able to charge Affordable Rents where a Framework Delivery Agreement with Homes England has been entered into.

In April 2016, Homes England announced that it was making available £4.7 billion of capital grant between 2016- 2021 under the Shared Ownership and Affordable Housing Programme 2016 to 2021. That marked a decisive shift towards support for home ownership in England. However, the Autumn Statement 2016 announced that an additional £1.4 billion would be made available to build 40,000 affordable homes and that the Shared Ownership and Affordable Housing Programme 2016 to 2021 will support a variety of tenures which now includes affordable rent, shared ownership and rent to buy. An additional £2 billion was confirmed in the Chancellor's Autumn Budget in November 2017 and was available to Homes England and the Greater London Authority to deliver affordable homes. This came with extended support for "Social Rent" homes, with rents set at lower rents according to national guidelines. A further announcement in the Spring Statement 2018 provided for an additional £1.67 billion for the Shared Ownership and Affordable Homes Programme. This expanded funding programme has allowed Homes England to enter into strategic partnerships with 23 providers to deliver around 40,000 affordable homes starting from March 2022, drawing on new flexibilities in the programme to deliver quickly in response to local housing demand and a changing market.

In July 2018, the Group was announced as one of Homes England's strategic partners to deliver more affordable homes across England. This partnership has resulted in £74 million of new grant which will allow the Group to deliver 2,600 affordable new homes.

Scotland

The Scottish Government announced in September 2020 its intention to allocate in its investment programme for 2021-22 to 2025-26 £2.8 billion by way of direct capital grant funding for social and affordable housing. The impact on the levels of housing association grant per unit delivered as at the date of this Offering Circular is unknown.

Affordable Homes Programme

On 8 September 2020, the Secretary of State for Housing, Communities and Local Government announced the introduction of the UK Government's Affordable Homes Programme (**AHP**). Through the AHP, the UK Government will invest £11.5 billion in affordable housing over five years from 2021 to 2026, providing up to 180,000 new homes across England. Half of the new homes will be available for affordable home ownership with the rest to be made available for discounted rent, including 10 per cent. for supported housing. The AHP investment will be split between the Greater London Authority who will receive £4 billion, and the rest of the country who will receive nearly £7.5 billion delivered by Homes England.

The UK Government published the new prospectus for AHP in September 2020 inviting councils, housing association and private housing providers to prepare bids. As an existing strategic partner under the Shared Ownership and Affordable Housing Programme 2016 to 2021 (see "*Description of the Social Housing Sector in England and Scotland – Housing Grant*" above), the Group intends to submit a bid in order to extend its development programme through to March 2029.

Shared Ownership

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 on the part of the property which the shared owner does not own until the property is fully owned by the shared owner.

On 8 September 2020, the Secretary of State for Housing, Communities and Local Government announced a new model for shared ownership as it applies in England. The new shared ownership model intends to reduce the minimum initial share a person can buy in a property from 25 per cent. to 10 per cent.; allow people to buy additional shares in their home in 1 per cent. instalments, with heavily reduced fees; and introduce a 10-year period for new shared owners where the landlord will cover the cost of any repairs and maintenance.

A "Right to Shared Ownership" will be introduced and made available on the vast majority of rented homes delivered through the AHP, subject to tenants meeting the required eligibility criteria.

Affordable Rent

Affordable rents are rents of up to 80 per cent. of market rent which Registered Providers of Social Housing can charge for certain residential properties. This limit is set by the rent standard, which is one of the regulatory standards imposed by the Regulator of Social Housing. The Regulator of Social Housing has issued guidance on how market rent should be calculated, and service charges are included.

The above arrangements do not apply in Scotland.

Social Housing Rents

The relevant rent standard guidance for Registered Providers of Social Housing, first published on 31 March 2015 (as updated on 18 March 2016 and 3 May 2016) is contained within the Rent Standard and Rent Standard Guidance sections of the Regulatory Framework.

A "Policy Statement on Rents for Social Housing" was issued by the Ministry of Housing, Communities and Local Government on 26 February 2019, which confirmed that social housing rents would be set at a CPI plus 1 per cent. limit for five years from April 2020. A contemporaneous "Direction to the Regulator" was issued which prompted the Regulator of Social Housing to publish a new rent standard (incorporating the Policy Statement on Rents for Social Housing) which took effect from 1 April 2020.

The above controls on social housing rents do not apply in Scotland. Registered Social Landlords are able in Scotland to re-set rents periodically. This is generally done annually in conjunction with business planning.

Household Benefit Cap

The Summer Budget 2015 announced, and the Spending Review and Autumn Statement 2015 confirmed, that the total household benefit cap (the combined income from a number of welfare benefits for those receiving housing benefit or Universal Credit and that are of working age) would be reduced from £26,000 per year (£18,200 per year for single people) to £23,000 per year in Greater London (£15,410 per year for single people) and £20,000 per year (£13,400 per year for single people) outside Greater London, to be phased in from April 2016. Measures to implement the lowering of the threshold were included in the Welfare Reform and Work Act 2016, however, the implementation of such measures is behind schedule and will not be completed until 2022. The four-year freeze in working-age benefits, including housing benefit, came to an end as planned in April 2020 and increases in such benefits will resume in line with the CPI rate of inflation from April 2021.

Exemptions to the total household benefit cap can apply to those tenants who: qualify for working tax credit; are above the qualifying age for pensions credit; obtain certain benefits for sickness and disability; or claim a war pension. The benefit cap will not apply in circumstances where a tenant or a tenant's partner is in receipt of, or is responsible for, a child or young person who is in receipt of benefits such as disability living allowance, personal independence payment or carer's allowance. Housing benefit will not be included when calculating total benefit income where tenants are housed in specified accommodation including supported housing.

Occupation Size Criteria

The Welfare Reform Act 2012 introduced a size criterion for working age social housing tenants in receipt of housing benefit known as the "removal of the spare room subsidy" or "bedroom tax". The arrangements allow each of certain defined categories of people (such defined categories being: (a) a couple, (b) an adult (over 16), (c) two children of the same sex, (d) two children under the age of 10, (e) any other child, (f) those with a disability, and (g) a non-resident overnight carer) to be entitled to one bedroom. Exemptions are applied to supported housing tenants. Where a household has one extra bedroom, housing benefit is reduced by 14 per cent. of the rent charge. Where a household has two or more extra rooms, the reduction to housing benefit is 25 per cent.

In Scotland, the Scottish Government has sought to re-address the impact of the above arrangements through increasing discretionary housing payments.

Universal Credit

Universal Credit, introduced under the Welfare Reform Act 2012, replaces six existing means-tested benefits and tax credits for working-age families, namely income support, income-based jobseeker's allowance, income-related employment and support allowance, housing benefit, child tax credit and working tax credit with a single monthly payment, transferred directly into a household bank account of choice. Universal Credit is currently in an extended "roll out" phase across the UK and the transfer of all individuals from existing benefits or tax credits onto Universal Credit is currently expected to be completed by November 2024.

It is possible for tenants to consent to their housing benefit being paid directly to their landlord and, furthermore, 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 project to identify the approach to arrears, which could be based on the length of time for which arrears have been outstanding or the amount of arrears.

The Work and Pensions Committee opened two enquiries in response to social landlord concerns around increasing arrears under Universal Credit. The first enquiry ran from February 2017, lasting until 20 March 2017, and the second from October 2017 to 9 January 2018. In September 2017 the DWP published its commissioned research, entitled "Universal Credit Test and Learn Evaluation: Families", which found that a five week period prior to the first award of Universal Credit to tenants was a key factor behind the accrual of rent arrears.

In response to the findings, on 21 September 2017, the then Minister for Employment, Damien Hinds, sent a letter to the chair of the Work and Pensions Committee, announcing two initiatives intended to tackle social landlords' concerns on

Universal Credit. The Landlord Portal Service permits landlords to submit information to the Universal Credit system on behalf of tenants, and the Trusted Partner Scheme allows more streamlined access to direct payments of Universal Credit to the landlord (as opposed to tenants' own bank accounts). Other practical improvements to the payment systems have been implemented such as managed payments with payment to landlords being made on the same day that the tenant receives their Universal Credit and improvements to the landlord portal to enable sight of all new claims.

Furthermore, changes announced in the Autumn Budget 2017 and which took effect from 14 February 2018 included, among other things, the removal of the initial seven day waiting period for Universal Credit. Notwithstanding this, any new claims made by tenants for Universal Credit may result in it taking up to five weeks for a tenant to receive payments. This is because, following the submission of a claim, there is an assessment period lasting one calendar month and any payments are not made until a further seven days following the end of that assessment period. Claimants may suffer financial hardship during the five week period from the date of a claim to the date of payment; however, any claimants suffering financial hardship may request an advance payment and personal budgeting support. From spring 2018, claimants have been able to request an advance through their online Universal Credit account. Separately, a discretionary housing payment from the claimant's local authority has also been available. From April 2018, any claimants who have not been receiving Housing Benefit immediately prior to claiming Universal Credit have received a transitional payment of two weeks' Housing Benefit when they claim Universal Credit. Transitional payments are not recoverable and should be received by any claimant in the first assessment period. Since February 2019, families with three or more children will no longer be prevented from claiming Universal Credit. This reverses the Government's previous intention to apply a two child limit to Universal Credit. Where a tenant is six weeks or more in arrears with rental payments, a landlord is able to request that payments of Universal Credit are made directly to it.

Government Policy: "Right to Buy"

The introduction of the right to buy to assured tenants of Registered Providers of Social Housing was a manifesto commitment by the Conservative party for the 2015 and 2017 general elections. An announcement from the Secretary of State for Communities and Local Government (now the Secretary of State for Housing, Communities and Local Government) on 24 September 2015 confirmed a proposal made by the National Housing Federation (NHF) to introduce the right to buy voluntarily. The voluntary arrangement is based on four key principles: (1) tenants would have the right to purchase a home at right to buy discounts (maximum discount of £77,900 (£103,900 in London)) subject to government funding for the scheme; (2) Registered Providers of Social Housing will have the final decision about whether to sell an individual property; (3) Registered Providers of Social Housing will receive the full market value of the properties sold, with the value of the discount funded by the UK Government; and (4) nationally, for every home sold under the agreement a new affordable property would be built, thereby increasing supply.

The Prime Minister confirmed on 7 October 2015 that the NHF's proposal had been accepted by the UK Government. This means that, rather than including the right to buy extension in the Housing and Planning Act 2016 as a statutory obligation, there is an agreement by the social housing sector to deliver the extension voluntarily. The Housing and Planning Act 2016 establishes a statutory framework to facilitate the implementation of the voluntary right to buy scheme and makes provision for grants to be paid to Registered Providers of Social Housing to cover the cost of selling housing assets at a discount. The Housing and Planning Act 2016 states that such grant may be made on any terms and conditions the Secretary of State considers appropriate.

The Autumn Statement 2016 announced that the UK Government would fund a "large-scale regional pilot of the right to buy for housing association tenants". The UK Government ran an initial pilot scheme in 2016 involving five housing associations and launched a further regional pilot in August 2018. The latest pilot was initially instituted for a two year period but this has since been extended and remains underway as at the date of this Offering Circular. It will test two aspects of the voluntary agreement that the original pilot did not cover, namely (a) one for one replacement and (b) portability of discounts. The latest pilot will also test the application of the Voluntary Right To Buy guidance, which is the policy that details how the scheme will operate. This policy has been jointly designed by housing associations, the NHF and the UK Government.

"Right to Buy" has been abolished in Scotland.

Social Housing Green Paper

The Social Housing Green Paper was published on 14 August 2018.

It draws extensively from a Government listening exercise in which ministers heard the views of social housing tenants across the country, and touches on issues exposed following the Grenfell Tower fire. It also draws on external research and intelligence.

The Social Housing Green Paper is structured around five core themes:

- ensuring homes are safe and decent;
- effective resolution of complaints;
- empowering residents and strengthening the regulator;
- tackling stigma and celebrating thriving communities; and
- expanding supply and supporting home ownership.

A new social housing white paper was published on 17 November 2020 detailing a new charter for social housing residents and setting out the policy measures to be implemented by the UK Government to achieve the seven core principles of the charter which states that every social housing resident should be able to expect:

- to be safe in their home;
- to know how their landlord is performing;
- to have their complaints dealt with promptly and fairly;
- to be treated with respect;
- to have their voice heard by their landlord;
- to have a good quality home and neighbourhood to live in; and
- to be supported to take their first step to ownership.

TAXATION

United Kingdom Taxation

The following is a summary of the Issuers' understanding of current United Kingdom law and published HMRC practice relating only to United Kingdom withholding tax treatment of payments of interest (as that term is understood for United Kingdom tax purposes) in respect of Notes. It does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax provided that the Notes carry a right to interest and the Notes are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007. The London Stock Exchange is a recognised stock exchange. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000 (FSMA)) and admitted to trading on the London Stock Exchange. Provided, therefore, that the Notes carry a right to interest and are and remain so listed on a "recognised stock exchange", interest on the Notes will be payable without withholding or deduction on account of United Kingdom tax.

Interest on Notes issued by Places for People Capital Markets plc or Places for People Treasury plc may also be paid without withholding or deduction on account of United Kingdom tax where the maturity of the Notes is less than 365 days and those Notes do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Notes which has a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to any other available exemptions and reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the relevant Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

The United Kingdom withholding tax treatment of payments by the Guarantors under the terms of a Guarantee which have a United Kingdom source is uncertain. In particular, such payments by the Guarantors may not be eligible for the exemptions described above in relation to payments of interest. Accordingly, if the Guarantors make any such payments, these may be subject to United Kingdom withholding tax at the basic rate.

The Proposed Financial Transactions Tax (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has ceased to participate.

The Commission's Proposal has very broad scope and could, if introduced in its current form, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. The relevant Obligor may be a foreign financial institution for these purposes. A number of jurisdictions (including the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the relevant Issuer). However, if additional Notes (as described under "*Terms and Conditions of the Notes – Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

SUBSCRIPTION AND SALE

The Dealers have, in an amended and restated Programme Agreement (such Programme Agreement as modified and/or supplemented and/or restated from time to time, the **Programme Agreement**) dated 11 December 2020, agreed with the Obligors a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*". In the Programme Agreement, the Obligors have agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes and the relevant Guarantee have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder. The applicable Final Terms or the applicable Pricing Supplement, as applicable, will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of sales to EEA and UK Retail Investors

Unless the Final Terms or the Pricing Supplement, as the case may be, in respect of any Notes specifies "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Offering Circular as completed by the Final Terms or the Pricing Supplement, as the case may be, in relation thereto to any retail investor in the EEA or in the UK. For the purposes of this provision, the expression **retail investor** means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not, or, in the case of Places for People Homes Limited, would not, if it was not an authorised person, apply to the relevant Issuer or the relevant Guarantors; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (**Corporations Act**)) in relation to the Programme or any Notes has been or will be lodged with the Australian Securities and Investments Commission (**ASIC**). Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it:

- (a) has not (directly or indirectly) offered, and will not offer for issue or sale and has not invited, and will not invite, applications for issue, or offers to purchase, the Notes in, to or from Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, any information memorandum, advertisement or other offering material relating to the Notes in Australia,

unless (1) the aggregate consideration payable by each offeree or invitee is at least AUD500,000 (or its equivalent in other currencies, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act, (2) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act, (3) such action complies with all applicable laws, regulations and directives and (4) such action does not require any document to be lodged with ASIC.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; or
- (ii) where no consideration is or will be given for the transfer; or
- (iii) where the transfer is by operation of law; or
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) (the **SFO**) other than (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMP)O**) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms or applicable Pricing Supplement, as the case may be, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

General

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Obligors, the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the Obligors, the Trustee and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The establishment and update of the Programme, the giving of a guarantee on a joint and several basis of all amounts due in respect of the Notes issued by Places for People Treasury plc or Places for People Capital Markets plc and the issue of Notes have been duly authorised by resolutions of the Board Members of Places for People Homes Limited dated 10 November 2005, 30 March 2011, 11 January 2012, 24 October 2012, resolutions of committees of the Board Members of Places for People Homes Limited dated 21 March 2007, 5 May 2011, 30 July 2013 and resolutions of the Board of Directors of Places for People Treasury plc (formerly known as Places for People Treasury Limited), acting under delegated authority, dated 22 October 2015, 26 June 2017, 31 July 2018, 8 July 2019, 23 July 2020 and 11 December 2020. The update of the Programme and the issue of Notes have been duly authorised by resolutions of the Board of Directors of Places for People Capital Markets plc dated 5 May 2011, 30 July 2013, 22 October 2015, 26 June 2017, 31 July 2018, 8 July 2019, 23 July 2020 and 11 December 2020 and resolutions of a committee of the Board of Directors of Places for People Capital Markets plc dated 5 May 2011.

The accession of Places for People Treasury plc as an Issuer under the Programme, the update of the Programme and the issue of Notes have been duly authorised by resolutions of the Board of Directors of Places for People Treasury plc dated 22 October 2015, 26 June 2017, 31 July 2018, 8 July 2019, 23 July 2020 and 11 December 2020.

The accession of Places for People Living+ Limited, Castle Rock Edinvar Housing Association Limited, Cotman Housing Association Limited and Derwent Housing Association Limited as Guarantors under the Programme, the update of the Programme and the giving of a guarantee on a joint and several basis of all amounts due in respect of the Notes has been duly authorised by resolutions of the Board of Directors of Places for People Treasury plc, acting under delegated authority, dated 22 October 2015, 26 June 2017, 31 July 2018, 8 July 2019, 23 July 2020 and 11 December 2020.

Listing of Notes

It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the London Stock Exchange's regulated market will be admitted separately as and when issued, subject only to the issue of one or more Global Notes initially representing the Notes of such Tranche. Application has been made to the FCA for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's regulated market. The listing of the Programme in respect of Notes is expected to be granted on or around 16 December 2020.

Documents Available

For the period of 12 months following the date of this Offering Circular, copies of the following documents will, when published, be available for inspection from the following website: <https://www.placesforpeople.co.uk/emtn>

- (a) the constitutional documents of each of the Obligors;
- (b) the Trust Deed, the Agency Agreement and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;
- (c) a copy of this Offering Circular; and
- (d) any future offering circulars, prospectuses, listing particulars, information memoranda, supplements, Final Terms, Pricing Supplements and any other documents incorporated herein or therein by reference.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms or the applicable Pricing Supplement, as the case may be. If the Notes are to be cleared through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms or the applicable Pricing Supplement, as the case may be.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

Conditions for determining price

The price and amount of each issue of Notes to be issued under the Programme will be determined by the relevant Issuer and the relevant Dealer at the time of such issue in accordance with prevailing market conditions.

Significant or Material Change

There has been no significant change in the financial performance or financial position of the Obligors (and, where applicable, any of their subsidiaries) since 31 March 2020 and there has been no material adverse change in the prospects of the Obligors since 31 March 2020.

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Obligors are aware) in the 12 months preceding the date of this Offering Circular which may have or have in such period had a significant effect on the financial position or profitability of the Obligors.

Auditors

The auditors of each Obligor are KPMG LLP, chartered accountants, who have audited the accounts of each Obligor, without qualification, in accordance with generally accepted auditing standards in the United Kingdom for each of the two financial years ended 31 March 2020 and 31 March 2019.

Post-issuance information

The Obligors do not intend to provide any post-issuance information in relation to any issues of Notes.

Dealers transacting with the Obligors

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform financial advisory and other services for, the Obligors and their respective affiliates in the ordinary course of business. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with the Obligors and their respective affiliates. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Obligors 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 Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Obligors and their affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Obligors routinely hedge their credit exposure to the Obligors consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

ISSUER

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ISSUER AND GUARANTOR

Places for People Homes Limited
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ISSUER

Places for People Treasury plc
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GUARANTOR

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GUARANTOR

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GUARANTOR

Derwent Housing Association Limited
80 Cheapside
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GUARANTOR

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