



AMICUSHORIZON FINANCE PLC

(Incorporated in England and Wales with limited liability under the Companies Act 2006, registered number 7933814)

£150,000,000 5.25 per cent. Secured Bonds due 2043

Issue Price: 98.316 per cent.

The £150,000,000 5.25 per cent. Secured Bonds due 2043 (the **Bonds**) are issued by AmicusHorizon Finance plc (the **Issuer**).

Application has been made to the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (the **UK Listing Authority**) for the Bonds to be admitted to the Official List of the UK Listing Authority and to the London Stock Exchange plc (the **London Stock Exchange**) for the Bonds to be admitted to trading on the London Stock Exchange's regulated market. The London Stock Exchange's regulated market is a regulated market for the purposes of Directive 2004/39/EC (the **Markets in Financial Instruments Directive**).

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

Subject as set out below, the net proceeds from the issue of the Bonds, or (in the case of £50,000,000 in principal amount of the Bonds (the **Retained Bonds**) which will be immediately purchased by the Issuer on the Issue Date (as defined below)) the net proceeds of the sale of the Bonds to a third party, will be advanced by the Issuer to AmicusHorizon Limited (the **Borrower**) pursuant to a bond loan agreement between the Borrower and the Issuer to be dated on or around the Issue Date (the **Loan Agreement**) to be applied in accordance with the Borrower's charitable objects. The Original Commitment (as defined in the Loan Agreement) may be drawn in one or more drawings, each in a principal amount up to an amount which corresponds to the sum of (i) the Minimum Value of the Initial Properties (as defined below) and (ii) the Minimum Value of any additional Properties (as defined below) which have been charged in favour of the Issuer and the Security Trustee (the **Additional Properties**) less the principal amount of all previous drawings in respect of the Original Commitment. For so long as insufficient security has been granted by the Borrower in favour of the Issuer and the Security Trustee to permit the drawing of the Original Commitment in full or the Borrower has not otherwise drawn any part of the Original Commitment, the amount of the Original Commitment that remains undrawn shall (subject, in the case of any portion of the Original Commitment which is to be funded by a sale of Retained Bonds, to receipt by the Issuer of the net sale proceeds thereof) be retained in a charged account (the **Initial Cash Security Account**) of the Issuer in accordance with the terms of the Account Agreement (and may be invested in Permitted Investments (as defined below)) (the **Retained Proceeds**). For the avoidance of doubt, in the event that the Borrower has not drawn any part of the Original Commitment on the Issue Date, the Retained Proceeds at that date shall be the entire amount of the Original Commitment (less any amount which is to be funded by a sale of Retained Bonds). Any Retained Proceeds (and any net sale proceeds from a sale by the Issuer of Retained Bonds (less any Retained Bond Premium Amount (as defined below)) shall be advanced to the Borrower at a later date pursuant to the Loan Agreement to the extent that Properties of a corresponding value have been charged in favour of the Issuer and, if applicable, subject to the sale by the Issuer of Retained Bonds.

Interest on the Bonds is payable semi-annually in arrear in equal instalments on 13th March and 13th September in each year at the rate of 5.25 per cent. per annum, commencing on 13th September, 2012, as described in Condition 7 (*Interest*). Payments of principal of, and interest on, the Bonds will be made without withholding or deduction on account of United Kingdom taxes unless required by law. In the event that any such withholding or deduction is so required, the Issuer may opt to gross up payments due to the Bondholders in respect thereof as described in Condition 10 (*Taxation*).

The Bonds may be redeemed at any time upon the prepayment by the Borrower of the loan (the **Loan**) in accordance with the terms of the Loan Agreement at the higher of their principal amount and an amount calculated by reference to the sum of (i) the yield on the relevant outstanding United Kingdom government benchmark gilt having the nearest maturity date to that of the Bonds and (ii) 0.20 per cent., together with accrued interest (or, in respect of a prepayment of the Loan following an event of default thereunder, at their principal amount, together with accrued interest). The Bonds will also be redeemed in full at their principal amount, plus accrued interest, in the event of a mandatory prepayment of the Loan following the Borrower ceasing to be a Registered Provider of Social Housing (other than if the Borrower regains its status as a Registered Provider of Social Housing within 180 days), the Loan becoming repayable as a result of a Borrower Default (as defined in the Loan Agreement) or any withholding or deduction on account of United Kingdom taxes being required and the Issuer not opting to pay (or having so opted to pay has notified the Bond Trustee (as defined below) of its intention to cease to pay) additional amounts in respect of such withholding or deduction.

Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their principal amount on 13th March, 2043 (the **Maturity Date**).

The Borrower has been assigned a credit rating of "Aa3", and it is expected that the Bonds will also be rated "Aa3", by Moody's Investors Service Limited (**Moody's**). A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation. As of the date of this Prospectus, Moody's is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such, Moody's is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with such Regulation.

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

The Bonds will initially be represented by a temporary global bond (the **Temporary Global Bond**), without interest coupons, which will be deposited on or about 13th March, 2012 (the **Issue Date**) with a common safekeeper for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**). Interests in the Temporary Global Bond will be exchangeable for interests in a permanent global bond (the **Permanent Global Bond** and, together with the Temporary Global Bond, the **Global Bonds**), without interest coupons, on or after 21st April, 2012 (the **Exchange Date**), upon certification as to non-U.S. beneficial ownership. Interests in the Permanent Global Bond will be exchangeable for definitive Bonds only in certain limited circumstances. See "Form of the Bonds and Summary of Provisions relating to the Bonds while in Global Form".

Adviser to the Issuer
Investec Bank plc

Joint Bookrunners

Barclays Capital

RBC Capital Markets

The date of this Prospectus is 9th March, 2012.

This Prospectus comprises a prospectus for the purposes of Directive 2003/71/EC (the *Prospectus Directive*).

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

The Borrower accepts responsibility for the information contained in the section headed "*Description of the Borrower*", the information relating to it under the headings "Rental Income and Housing Benefit", "Rental Growth Risk", "Non-Payment Risks", "Shared Ownership and Outright Sales Risk", "Other Income Risk", "Housing Grant Risk", "Housing Market Downturn Risk", "Housing Market, Development and Operational Risk", "Capital Resources & Treasury Risk", "Pensions Risk" and "Litigation Risk" in the section headed "*Risk Factors*", the information contained in the section headed "*Financial Statements of the Borrower*" and the information relating to it under the headings "Significant or Material Change" and "Litigation" in the section headed "*General Information*" and, to the best of its knowledge (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Borrower also accepts responsibility for the information relating to the security created pursuant to the Fixed Charges (as defined below) under the heading "Underlying Security" in the section headed "*Overview*", under the heading "Considerations relating to the Issuer Security and the Underlying Security" in the section headed "*Risk Factors*" and contained in the section headed "*Description of the Fixed Charges and the Security Trust Deed*" and, to the best of its knowledge (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

Jones Lang LaSalle (the *Valuer*) accepts responsibility for the information contained in the section headed "*Valuation Report*" and, to the best of its knowledge (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

Nexia Smith & Williamson Audit Limited (*Nexia Smith & Williamson*) accepts responsibility for its reports contained in the section headed "*Financial Statements of the Borrower*" and, to the best of its knowledge (having taken all reasonable care to ensure that such is the case), such reports are in accordance with the facts and do not omit anything likely to affect the import thereof.

Save for the Issuer, the Borrower, the Valuer and Nexia Smith & Williamson, no other person has independently verified any information contained herein. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Investec Bank plc (*Investec*) or Barclays Bank PLC and RBC Europe Limited (together, the *Joint Bookrunners*) or the Bond Trustee as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer in connection with the offering of the Bonds. None of Investec, the Joint Bookrunners or the Bond Trustee accepts any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer in connection with the issue of the Bonds.

No person is or has been authorised by the Issuer, Investec, the Joint Bookrunners or the Bond Trustee to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Bonds

and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, Investec, the Joint Bookrunners or the Bond Trustee.

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

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

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

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Bonds may be restricted by law in certain jurisdictions. The Issuer, Investec, the Joint Bookrunners and the Bond Trustee do not represent that this Prospectus may be lawfully distributed, or that any Bonds may be lawfully offered or sold, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, Investec, the Joint Bookrunners or the Bond Trustee which is intended to permit a public offering of any Bonds or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Bonds may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Bonds. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Bonds in the United States and the United Kingdom (see "*Subscription and Sale*").

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

IN CONNECTION WITH THE ISSUE OF THE BONDS, RBC EUROPE LIMITED AS STABILISING MANAGER (THE *STABILISING MANAGER*) (OR PERSONS ACTING ON

BEHALF OF THE STABILISING MANAGER) MAY OVER-ALLOT BONDS OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE BONDS AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE BONDS IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE BONDS AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE BONDS. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

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

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OVERVIEW

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

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

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

Issuer:	AmicusHorizon Finance plc
Description of the Bonds:	£150,000,000 5.25 per cent. Secured Bonds due 2043 (the Bonds) to be issued by the Issuer on 13th March, 2012 (the Issue Date). £50,000,000 in principal amount of the Bonds will be immediately purchased by or on behalf of the Issuer on the Issue Date (the Retained Bonds).
Use of Proceeds:	<p>The net proceeds of the issue of the Bonds or, in the case of the Retained Bonds, the net proceeds of the sale of the Bonds to a third party (after deduction of expenses payable by the Issuer), will be applied by the Issuer to provide finance for the Borrower.</p> <p>Subject as described in "<i>Initial Cash Security Account</i>" below, the Issuer will lend such proceeds to the Borrower pursuant to the Loan Agreement to be applied in accordance with the Borrower's objects.</p> <p>The Issuer may from time to time invest the funds held in the Initial Cash Security Account and the Disposal Proceeds Account in Permitted Investments (as defined below) until such time as such funds are on-lent, or returned, to the Borrower pursuant to the Loan Agreement.</p>
Issue Price:	98.316 per cent.
Form of Bonds:	The Bonds will be issued in bearer form as described in " <i>Form of the Bonds and Summary of Provisions relating to the Bonds while in Global Form</i> ".
Interest:	The Bonds will bear interest at a fixed rate of 5.25 per cent. per annum payable semi-annually in arrear in equal instalments on 13th March and 13th September of each year, from (and including) the Issue Date to (but excluding) 13th March, 2043 (the Maturity Date), subject to adjustment in accordance with Condition 8.5 (<i>Payment Day</i>) (each, an Interest Payment Date).
Final Redemption:	Unless previously redeemed or purchased and cancelled in

accordance with Condition 9 (*Redemption and Purchase*), the Bonds will be redeemed at their principal amount on the Maturity Date.

Early Redemption:

Subject as described in "*Mandatory Early Redemption*" below, the Bonds may be redeemed in whole or in part at any time prior to the Maturity Date upon the optional prepayment by the Borrower of the loan (the **Loan**) or a part thereof in accordance with the terms of the Loan Agreement at the higher of their principal amount and an amount calculated by reference to the sum of (i) the yield on the relevant outstanding UK Government benchmark conventional gilt having the nearest maturity date to that of the Bonds and (ii) 0.20 per cent., together with accrued interest.

Early Redemption for Tax Reasons:

The Issuer shall redeem the Bonds in whole, but not in part, at their principal amount, together with any interest accrued, if, as a result of any actual or proposed change in tax law, the Issuer determines that it would be required to make a withholding or deduction on account of tax in respect of payments to be made by it in respect of the Bonds and the Issuer does not opt to pay additional amounts pursuant to Condition 10.2 (*No obligation to pay additional amounts*) or, having so opted, notifies the Bond Trustee of its intention to cease paying such additional amounts.

Mandatory Early Redemption:

The Bonds shall be redeemed in full at their principal amount, plus accrued interest, upon the mandatory prepayment of the Loan following the Borrower ceasing to be a Registered Provider of Social Housing (other than if the Borrower regains its status as a Registered Provider of Social Housing within 180 days).

In addition, if the Loan becomes repayable as a result of a Borrower Default, the Bonds shall be redeemed in full at their principal amount, plus accrued interest.

A **Borrower Default** includes non-payment, breach of other obligations, cross-acceleration, winding-up, cessation of business, insolvency, unlawfulness and breach of certain asset cover ratios, in each case as set out in Clause 13 (*Borrower Default*) of the Loan Agreement and described further in "*Description of the Loan Agreement*".

Purchase:

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

The Borrower and any other member of the AmicusHorizon Group (other than the Issuer) may at any time purchase Bonds in the open market or otherwise at any price. Any Bonds so purchased must be surrendered to the Issuer for cancellation in consideration for an amount equal to the principal amount of the Bonds being surrendered being deemed to be prepaid under the Loan Agreement or, to the extent that no Loan is

then outstanding, an amount of the Undrawn Commitment equal to the Outstanding Balance of the Bonds surrendered being deemed to be cancelled.

Retained Bonds:

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

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

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

Events of Default:

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

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

Upon the Bonds becoming repayable prior to the Maturity

Date (other than as a result of a prepayment or termination of the Loan Agreement), the Borrower is required to prepay the Loan in full together with accrued interest and commitment fee to and including the date of redemption. The Borrower is also required to pay to the Issuer, within three Business Days of demand, the Issuer's reasonable costs, expenses and liabilities throughout the life of the Bonds.

Issuer Security:

The Issuer's obligations in respect of the Bonds are secured pursuant to the Bond Trust Deed in favour of the Bond Trustee for the benefit of itself and the Bondholders and the other Secured Parties by the following (the **Issuer Security**):

- (a) an assignment by way of security of the Issuer's rights, title and interest arising under the Loan Agreement, the Fixed Charges, the Security Trust Deed, the Agency Agreement, the Account Agreement and the Custody Agreement, in each case to the extent they relate to the Bonds;
- (b) a charge by way of first fixed charge over all moneys and/or securities from time to time standing to the credit of the Transaction Account, the Disposal Proceeds Account, the Initial Cash Security Account and the Custody Account and all debts represented thereby; and
- (c) a charge by way of first fixed charge over all sums held from time to time by the Paying Agents for the payment of principal or interest in respect of the Bonds.

Initial Cash Security Account:

For so long as insufficient security has been granted by the Borrower in favour of the Issuer to permit the drawing of the Original Commitment in full or the Borrower has not otherwise drawn any part of the Original Commitment, the amount of the Original Commitment that remains undrawn shall (subject, in the case of any portion of the Original Commitment which is to be funded by a sale of Retained Bonds, to receipt by the Issuer of the net sale proceeds thereof) be retained in a charged account (the **Initial Cash Security Account**) of the Issuer (and may be invested in Permitted Investments) in accordance with the terms of the Account Agreement and the Custody Agreement (the **Retained Proceeds**). For the avoidance of doubt, in the event that the Borrower has not drawn any part of the Original Commitment on the Issue Date, the Retained Proceeds at that date shall be the entire amount of the Original Commitment (less any amount which is to be funded by a sale of Retained Bonds). Any Retained Proceeds shall be advanced to the Borrower at a later date pursuant to the Loan Agreement to the extent that Properties of a corresponding value have been charged in favour of the Issuer and, if applicable, subject to the sale by the Issuer of Retained Bonds.

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

Pursuant to the Loan Agreement, the Borrower shall pay to the Issuer a commitment fee in respect of the Undrawn Commitment on each Loan Payment Date in an amount equal to the aggregate of the interest payable by the Issuer under the Bonds on the following Interest Payment Date less (a) the aggregate of the interest received by the Issuer under the Loan Agreement on such Loan Payment Date and (b) the interest otherwise received by the Issuer in respect of the Retained Proceeds during the relevant Loan Interest Period (including, but not limited to, any income received by the Issuer in respect of any Permitted Investments in which any Retained Proceeds are, for the time being, invested).

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

Disposal Proceeds Account:

Pursuant to the Loan Agreement, the Borrower is required to procure that the specified asset cover ratio is maintained (see "*Description of the Loan Agreement*" below). In the event that the value of any Charged Property is insufficient to maintain the relevant asset cover ratio, the Borrower may deposit moneys into the Disposal Proceeds Account. Such moneys will be charged in favour of the Bond Trustee pursuant to the terms of the Bond Trust Deed.

Funds standing to the credit of the Disposal Proceeds Account may: (a) be held on deposit, in which case it shall accrue interest at a rate to be agreed from time to time between the Issuer and the Account Bank pursuant to the Account Agreement or (b) be invested in Permitted Investments in accordance with the Custody Agreement. See "*Permitted Investments*" below.

Moneys standing to the credit of the Disposal Proceeds Account may be withdrawn (a) to be applied in the acquisition of Property to be charged in favour of the Security Trustee for the benefit of the Issuer or (b) otherwise, to the extent that the relevant asset cover ratio would not be breached immediately after such withdrawal.

Permitted Investments:

Permitted Investments shall consist of (a) direct obligations of the United Kingdom or of any agency or instrumentality of the United Kingdom which are guaranteed by the United Kingdom, (b) demand and time deposits in, certificates of deposit of and bankers' acceptances issued by any depositary institution or trust company with a maturity of no more than

360 days subject to, *inter alia*, such issuer's debt obligations having (i) any two of the following long term debt credit ratings: (A) not less than "AA" from Standard & Poor's Ratings Services (**S&P**), (B) not less than "Aa2" from Moody's and (C) not less than "AA" from Fitch Ratings Limited (**Fitch**), or (ii) any two of the following short term debt or issuer (as applicable) credit ratings: (A) not less than "A-1" from S&P, (B) not less than "P-1" from Moody's and (C) not less than "F1" from Fitch, (c) securities bearing interest or sold at a discount to the face amount thereof issued by any corporation having any two of the following long term credit ratings: (i) not less than "AA" from S&P, (ii) not less than "Aa2" from Moody's and (iii) not less than "AA" from Fitch, (d) commercial paper or other short-term obligations which, *inter alia*, have any two of the following short term credit ratings: (i) not less than "A-1" from S&P, (ii) not less than "P-1" from Moody's and (iii) not less than "F1" from Fitch and (e) triple-A rated off-shore money market funds,

provided that, in the case of (a) to (d) above, such investment shall be an investment which is an obligation of the United Kingdom or a company incorporated in the United Kingdom, and in all cases, such investment shall be an investment (i) the maturity of which is no later than 13th March, 2043 and (ii) which is denominated in Sterling.

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

In the event that any Permitted Investments are sold to fund a drawing by the Borrower pursuant to the Loan Agreement and such sale results in a gain realised by the Issuer (such gain, the **Permitted Investment Profit**), the Issuer shall advance monies to the Borrower at the principal amount requested and may (but is not obliged to) make a gift aid payment to a charitable member of the AmicusHorizon Group which is connected with the Borrower for the purposes of section 939G of the Corporation Tax Act 2010 (a **Charitable Group Member**) in an amount no greater than the Permitted Investment Profit.

Immediately prior to the end of each accounting period, to the extent that the Issuer would otherwise be required to recognise a profit for tax purposes in respect of its Permitted Investments and/or Retained Bonds as a result of the movement in the fair value recognised in its accounts of such Permitted Investments and/or Retained Bonds for that accounting period, the Issuer shall sell Permitted Investments

in an aggregate amount equal to (i) the amount required to offset or discharge any corporation tax liability (either by the payment of such corporation tax liability or by making a gift aid payment to a Charitable Group Member equal to the Accounting Profit Offset Amount (as defined in the Loan Agreement) or a combination thereof) in respect of the Accounting Profit (as defined in the Loan Agreement) less (ii) any retained profits of the Issuer (which, for the avoidance of doubt, does not include any amounts required to meet any payment obligations of the Issuer under the Conditions or any Transaction Documents) available to the Issuer (after all taxes thereon have been paid) and which it intends to apply in respect of such gift aid payment and/or corporation tax liability. In the same accounting period or, where the Issuer makes a valid claim under section 199 of the Corporation Tax Act 2010, within nine months of the end of that accounting period, the Issuer will (if applicable) make a gift aid payment to a Charitable Group Member in an amount equal to the Accounting Profit Offset Amount (as defined in the Loan Agreement).

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

Account Agreement, Custody Agreement and Retained Bond Custody Agreement:

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

Pursuant to the Account Agreement, the Account Bank shall maintain three accounts for the Issuer in respect of the Bonds: the Transaction Account, the Initial Cash Security Account and the Disposal Proceeds Account. Pursuant to the Account Agreement and the Bond Trust Deed, the Issuer has entered into certain covenants in respect of the monies which may be credited to and debited from each Account.

Pursuant to the Custody Agreement, the Custodian shall, subject to receipt of such documents as it may require, open the Custody Account (consisting of the Disposal Proceeds Custody Sub-Account, the Initial Cash Security Custody Sub-Account, the Disposal Proceeds Cash Sub-Account and the Initial Cash Security Cash Sub-Account). The Issuer has authorised the Custodian to make payments and delivery out of the Custody Account only for the purpose of any acquisition or sale of Permitted Investments or as set out therein.

Pursuant to the Retained Bond Custody Agreement, the Retained Bond Custodian shall, subject to receipt of such

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

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

Underlying Security:

Pursuant to each Fixed Charge, the Borrower charges by way of first fixed charge (which so far as it relates to land in England and Wales the legal title to which is vested in the Borrower at the date of such Fixed Charge will be a charge by way of legal mortgage) in favour of the Security Trustee for the benefit of itself and the Issuer in respect of its obligations under the Loan Agreement, all the Borrower's right, title and interest from time to time in, to and under each of the following present and future assets:

- (a) the Real Property (as defined in the Fixed Charges); and
- (b) *inter alia*, all plant and machinery of the Borrower which form part of the Real Property and the benefit of the Insurances (as defined in the Fixed Charges) and all present and future licences, consents and authorisations in respect thereof,

and pursuant to each Fixed Charge, the Borrower assigns and agrees to assign by way of security to the Security Trustee for the benefit of itself and the Issuer in respect of its obligations under the Loan Agreement, all the Borrower's rights, title and interest in, to and under certain agreements and covenants held by the Borrower as more particularly described in the Fixed Charges and has covenanted that it will, following an the occurrence of an Enforcement Event (as defined in the Fixed Charges) which is continuing unremedied or unwaived, deliver to the Security Trustee (or procure delivery of) an assignment notice duly executed by, or on behalf of, the Borrower in respect of any asset which is the subject of such an assignment promptly upon the request of the Security Trustee from time to time, together, the **Underlying Security**.

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

See "*Description of the Fixed Charges and the Security Trust Deed*" below.

Addition, substitution and release of Pursuant to the Security Trust Deed, on or prior to creating a

Charged Properties:

Fixed Charge in respect of any Property for the benefit of the Issuer, the Borrower must, in respect of such security, provide the conditions precedent documents specified therein. In addition, pursuant to the Loan Agreement, the Borrower must provide a completed Additional Property Certificate confirming that, *inter alia*, the proposed Additional Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing, Valuation Reports in respect of each Additional Property and a Certificate of Title in respect of each tranche of Additional Properties charged.

At the request and expense of the Borrower, the Security Trustee shall (subject to receiving an amended Allocated Properties Schedule from the Borrower and the Issuer in accordance with the Security Trust Deed) release from the relevant Security Documents (and reallocate, if applicable) such Properties forming part of the Issuer's Allocated Properties and substitute such of the Properties as may be selected by the Borrower, provided that the Borrower satisfies the conditions precedent specified in Clause 10.2 (*Substitution of Charged Properties*) of the Loan Agreement in relation to the Substitute Properties. Such conditions precedent include, *inter alia*, a completed Substitute Property Certificate certifying, *inter alia*, that the relevant Substitute Property is a residential property of a type and nature that is usually owned by Registered Providers of Social Housing and that, immediately following such release (and reallocation, if applicable), the Asset Cover Test will not be breached as a result of the substitution of the relevant Properties, Valuation Reports in respect of each Substitute Property and a Certificate of Title in respect of the Substitute Properties.

At the request and expense of the Borrower, the Security Trustee shall release (subject to receiving an amended Allocated Properties Schedule from the Borrower and the Issuer in accordance with the Security Trust Deed) from the relevant Security Documents (and reallocate, if applicable) such Properties forming part of the Issuer's Allocated Properties as may be selected by the Borrower provided that the Borrower delivers to the Issuer and the Security Trustee a completed Property Release Certificate, certifying that, immediately following such release (and reallocation, if applicable), the Asset Cover Test will not be breached as a result of the release (and reallocation, if applicable) of such part of the security.

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

to the Issuer and the Security Trustee confirming that the relevant withdrawal relates to a Statutory Disposal and, if the Statutory Disposal would result in a breach of the Asset Cover Test, confirming that it shall procure that additional Properties are charged pursuant to the Security Trust Deed and/or moneys are deposited into the Disposal Proceeds Account, in accordance with the Loan Agreement, such that any breach of the Asset Cover Test will be cured.

Enforcement of the Underlying Security and the Issuer Security:

Following a Borrower Default, the Issuer may declare the Underlying Security immediately repayable and/or declare the Loan immediately repayable. Pursuant to Clause 9.1 of the Security Trust Deed, the Security Trustee shall only be required to take action to enforce or protect the security created by, or rights arising under, the Loan Agreement if instructed to do so by the Issuer (and then only if it has been indemnified and/or secured to its satisfaction).

The Issuer has assigned its rights under, *inter alia*, the Fixed Charges and the Security Trust Deed, and, pursuant to Condition 6.3, has covenanted not to take any action or direct the Security Trustee to take any action pursuant thereto except with the prior consent of the Bond Trustee. The Bond Trustee may, but is not obliged to, seek the consent of the Bondholders in accordance with the Bond Trust Deed prior to giving any such consent.

In enforcing the Issuer Security (including the Issuer's rights, title and interests in the Fixed Charges and the Security Trust Deed insofar as they relate to the Bonds) the Bond Trustee may act in its discretion. It is, however, required to take action, pursuant to Condition 12.2, where so directed by the requisite majority of the Bondholders provided, however, that it is secured and/or indemnified and/or pre-funded to its satisfaction.

See "*Description of the Fixed Charges and the Security Trust Deed*" below.

Priorities of Payments:

Prior to the enforcement of the Issuer Security, the Issuer shall apply the monies standing to the credit of the Transaction Account on each Interest Payment Date and such other dates on which a payment is due in respect of the Bonds in the following order of priority (the **Pre-enforcement Priority of Payment**):

- (a) first, in payment of any taxes due and owing by the Issuer to any taxing authority (insofar as they relate to the Bonds);
- (b) second, in payment of any unpaid fees, costs, charges, expenses and liabilities incurred by the Bond Trustee (including remuneration payable to it and any Appointee) in carrying out its functions under the

Bond Trust Deed;

- (c) third, in payment of any unpaid fees and expenses of the Issuer owing to the Paying Agents under the Agency Agreement, the Account Bank under the Account Agreement, the Custodian under the Custody Agreement and the Retained Bond Custodian under the Retained Bond Custody Agreement on a *pro rata* and *pari passu* basis;
- (d) fourth, in payment of any other unpaid fees, expenses and liabilities of the Issuer (in so far as they relate to the Bonds) on a *pro rata* and *pari passu* basis;
- (e) fifth, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any interest due and payable in respect of the Bonds;
- (f) sixth, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any principal due and payable in respect of the Bonds;
- (g) seventh, in payment to the Borrower of any amount due and payable under the terms of the Loan Agreement; and
- (h) eighth, in payment of (i) an amount equal to any Accounting Profit Offset Amount and (at the option of the Issuer) an amount no greater than any Permitted Investment Profit or Retained Bond Premium Amount, as the case may be, to any charitable member of the AmicusHorizon Group and/or (ii) any taxes due and owing by the Issuer to any taxing authority in respect of any Accounting Profit, Permitted Investment Profit or Retained Bond Premium Amount.

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

- (a) first, in payment of any unpaid fees, costs, charges, expenses and liabilities incurred by the Bond Trustee, any Appointee or any receiver in preparing and executing the trusts under the Bond Trust Deed (including the costs of realising any Issuer Security and the Bond Trustee's and such receiver's remuneration);
- (b) second, in payment of all amounts owing to the Paying Agents under the Agency Agreement, the

Account Bank under the Account Agreement, the Custodian under the Custody Agreement and the Retained Bond Custodian under the Retained Bond Custody Agreement on a *pro rata* and *pari passu* basis;

- (c) third, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any interest due and payable in respect of the Bonds;
- (d) fourth, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any principal due and payable in respect of the Bonds;
- (e) fifth, in payment of any other unpaid fees and expenses of the Issuer (insofar as they relate to the Bonds) on a *pro rata* and *pari passu* basis;
- (f) sixth, in payment to the Borrower of any amount due and payable under the terms of the Loan Agreement; and
- (g) seventh, in payment of (i) an amount equal to any Accounting Profit Offset Amount and (at the option of the Issuer) an amount no greater than any Permitted Investment Profit or Retained Bond Premium Amount, as the case may be, to any charitable member of the AmicusHorizon Group and/or (ii) any taxes due and owing by the Issuer to any taxing authority in respect of any Accounting Profit, Permitted Investment Profit or Retained Bond Premium Amount.

Status of the Bonds:

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

Covenants:

Pursuant to Condition 6 (*Covenants*), the Issuer has covenanted not to engage in any activity or do anything other than carry out the business of a company which has as its purpose raising finance and on-lending such finance for the benefit of the AmicusHorizon Group or perform any act incidental to or necessary in connection with the aforesaid, without the consent of the Bond Trustee.

The Issuer has also covenanted to deliver to the Bond Trustee and, upon request by a Bondholder to the Issuer, to make available to any of the Bondholders, a copy of the Compliance Certificate received from the Borrower pursuant to the terms of the Loan Agreement and a copy of the consolidated annual reports of the Borrower following publication of the same. In addition to the rights of Bondholders to convene a meeting pursuant to Condition 17 (*Meetings of Bondholders, Modification and Waiver*), at the request of the requisite

majority of the Bondholders, the Issuer shall hold a meeting of the Bondholders to discuss the financial position of the Issuer and the AmicusHorizon Group, provided that the Issuer shall not be required to hold any such meeting more than once in any calendar year.

In addition, the Issuer has covenanted that, for so long as any of the Bonds remain outstanding, it shall not consent to any waiver, amendment or modification of, or take any action or direct the Security Trustee to take any action pursuant to, the Loan Agreement, the Fixed Charges or the Security Trust Deed except with the prior consent of the Bond Trustee. The Bond Trustee may seek the consent of the Bondholders in accordance with the Bond Trust Deed prior to giving any such consent.

Taxation:

All payments in respect of the Bonds will be made without withholding or deduction for or on account of any taxes unless a tax deduction is required by law. In the event that any such withholding or deduction is required, the Issuer may at its option, but will not be obliged to, pay to Bondholders such additional amounts as may be necessary in order that the net amounts received by the Bondholders after such withholding or deduction will equal the amounts of principal and interest which would have been received in respect of the Bonds in the absence of such withholding or deduction. In the event that the Issuer does not opt to pay, or opts to pay and thereafter notifies the Bond Trustee and the Bondholders of its intention to cease paying, such additional amounts the Bonds shall be redeemed at their principal amount, together with any accrued interest, in accordance with Condition 9.3 (*Early Redemption for Tax Reasons*).

Meetings of Bondholders:

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

Risk Factors:

There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Bonds. These are set out under "*Risk Factors*" below and include factors which may affect the Issuer's and/or the Borrower's ability to fulfil their obligations under the Bonds and the Loan Agreement, respectively, factors which are material for the purpose of assessing the market risks associated with the Bonds, risks relating to the security for the Bonds and risks relating the market generally.

See "*Risk Factors*" below.

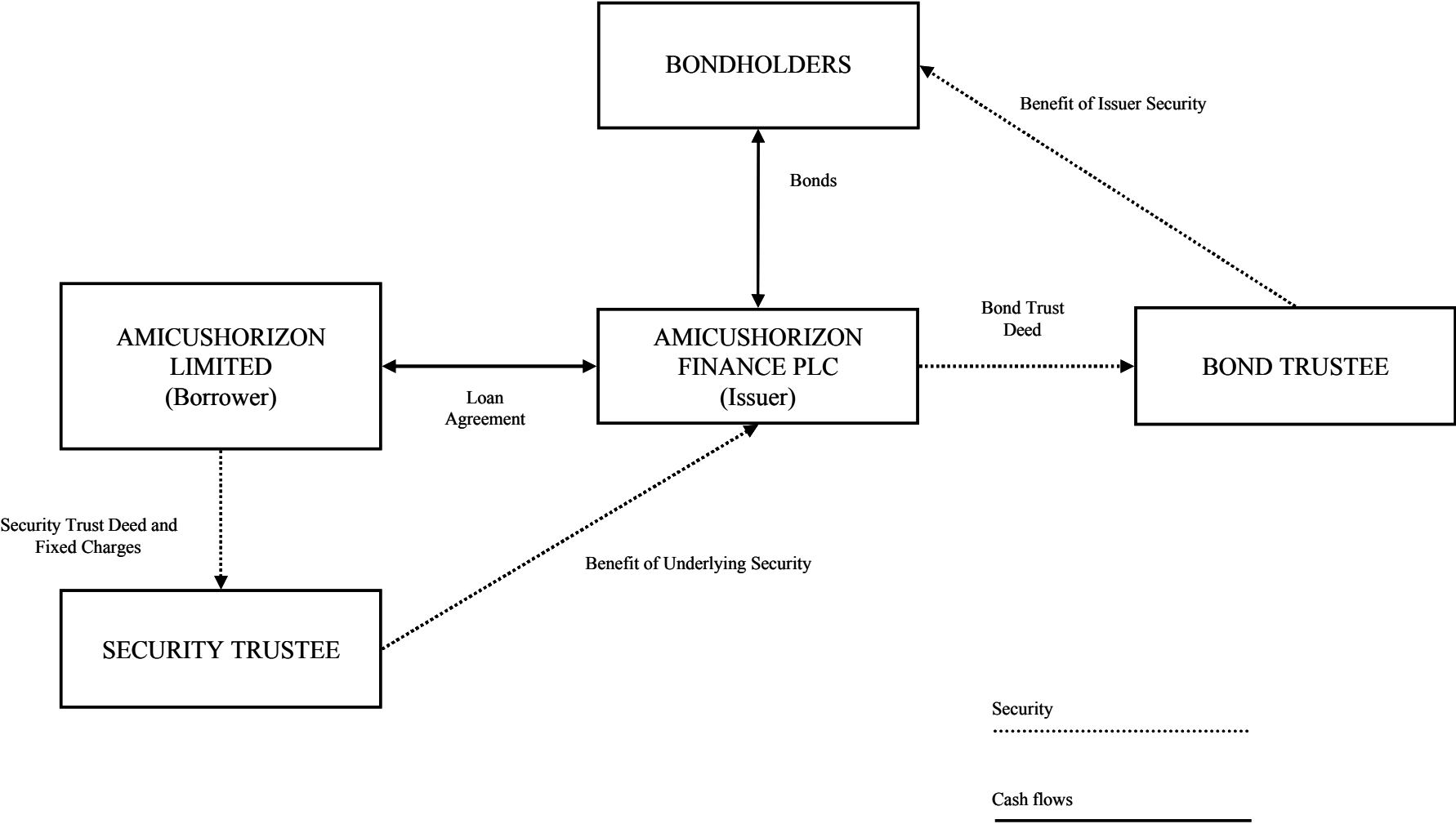
Rating:

It is expected that the Bonds will be rated "Aa3" by Moody's. As of the date of this Prospectus, Moody's is established in the

European Union and is registered under the CRA Regulation. As such, Moody's is included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation.

Listing and admission to trading:	Application has been made to the UK Listing Authority for Bonds to be admitted to the Official List and to the London Stock Exchange for the Bonds to be admitted to trading on the London Stock Exchange's regulated market.
Adviser to the Issuer and the Borrower:	Investec Bank plc
Joint Bookrunners:	Barclays Bank PLC RBC Europe Limited
Principal Paying Agent:	The Bank of New York Mellon
Account Bank:	The Bank of New York Mellon, London Branch
Custodian:	The Bank of New York Mellon, London Branch
Retained Bond Custodian:	The Bank of New York Mellon, London Branch
Bond Trustee:	Prudential Trustee Company Limited
Borrower:	AmicusHorizon Limited
Security Trustee:	Prudential Trustee Company Limited
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Bonds in the United States and the United Kingdom, see " <i>Subscription and Sale</i> ".
Governing Law:	The Bonds and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, English law.

STRUCTURE DIAGRAM OF TRANSACTION



RISK FACTORS

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

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

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

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

Special Purpose Vehicle Issuer: The Issuer is a special purpose finance entity with no business operations other than the incurrence of financial indebtedness, including the issuance of the Bonds. As such the Issuer is entirely dependent upon receipt of funds from the Borrower in order to fulfil its obligations under the Bonds.

Credit Risk: The Issuer, and therefore payments by the Issuer in respect of the Bonds, will be subject to the credit risk of the Borrower. The Issuer will be subject to the risk of delays in the receipt, or risk of defaults in the making, of payments due from the Borrower in respect of the Loan Agreement.

Effect of Losses on Loan on Interest Payments and Repayments on the Bonds: There can be no assurance that the levels or timeliness of payments of collections received in respect of the Loan will be adequate to ensure fulfilment of the Issuer's obligations in respect of the Bonds on each Interest Payment Date or on the Maturity Date. In addition, a default under the Loan Agreement could ultimately result in the enforcement of the Underlying Security. The proceeds of any such enforcement may be insufficient to cover the full amount due from the Borrower resulting in a shortfall in funds available to repay the Bonds.

Factors which may affect the Borrower's ability to fulfil its obligations under the Loan Agreement

Rental Income and Housing Benefit: A proportion of the rent received by the Borrower is derived from housing benefit payable by local authorities. If there is a reduction or termination by the Government of housing benefit, then this may accordingly have an adverse impact on the payment of rent, as the tenants would have to pay a higher proportion of the rent themselves. Payments of housing benefit by local authorities may be delayed as a result of, among other things, the need to establish a new claimant's entitlement thereto. The receipt of rental payments by the Borrower, as landlord, may be delayed by the failure of the claimant to regularly pay rent which is due in addition to the housing benefit and/or, in circumstances where the housing benefit is not paid direct to the landlord, a failure to pass on the housing benefit payments to the landlord.

The Welfare Reform Bill received its first reading in the House of Commons on 16th February, 2011. The third reading of the Bill took place in the House of Lords on 31st January, 2012, where an amendment to the Bill was proposed and passed by the House of Lords. The Bill is now in the "ping pong" stage and was reconsidered by the House of Commons on 1st February, 2012 where some of the amendments were overturned. The House of Lords considered the House of Commons amendments on 14th February, 2012 and the Bill was returned to the House of Commons for further consideration on 21st February, 2012 where, again, the House of Commons overturned some amendments. The House of Lords considered and agreed to the House of Commons amendments on 29th February, 2012. The Bill now awaits royal assent. The Bill provides for a cap on the benefit to be paid to cover housing costs in respect of under-occupied homes, and for the introduction of Universal Credit, which itself is expected to be capped at a maximum level of £26,000 per household per year, and will include an amount in respect of housing costs. If the Bill is passed in its current form, it is anticipated that the housing element of Universal Credit may not fully cover housing costs, for larger families. For existing claimants there will be transitional relief to ensure no household loses out at time of transfer. In order to mitigate this risk, a number of welfare benefits officers have been appointed as part of a financial inclusion strategy, who will work with residents to ensure they receive any benefit they are entitled to and where necessary receive budgetary advice to ensure rent payments are made. It is acknowledged by the Government that some households may go into rent arrears as a consequence of the introduction of Universal Credit.

The Government white paper entitled "*Universal Credit: welfare that works*" considered that there would be advantages in paying the housing component of Universal Credit directly to tenants, although it stated "we also recognise the importance of stable rental income for social landlords to support the delivery of new homes and will develop Universal Credit in a way that protects their financial position". Current statements from the Government indicate that it shall pay the majority of claimants of Universal Credit directly, however, they intend to put in protection mechanisms to allow payment to be made direct to landlords if residents are vulnerable or fall into arrears of rent and this is intended to act as a protection mechanism which safeguards landlords' income. Changes to the structure of the benefit system (including any system of direct payments of the housing component of Universal Credit to tenants) may affect the ability of claimants of housing benefit to pay their rent and which in turn may affect the ability of the Borrower to meet its payment obligations under the Loan Agreement.

Whilst existing social tenancies and rent levels remain unchanged, the Chancellor announced that new tenancies would be introduced that would carry intermediate rents up to a maximum of 80 per cent. of the market rent level on both newly developed stock and on a proportion of existing stock for permitted Registered Providers. This new rent and tenancy combination is known as Affordable Rent. There is a risk that those tenants on Affordable Rent may find it harder to pay their rent and that this may have a corresponding effect on the ability of the Borrower to meet its payment obligations under the Loan Agreement on a timely basis. Under the Framework (as defined below), it is the intention that the Borrower shall develop 794 new homes at Affordable Rents under the framework development agreement it has entered into (the **Framework Agreement**) with the Homes and Communities Agency (**HCA**).

As a result of the reforms proposed by the Government, certain rating agencies have published reports which comment on, amongst other things, the proposed abolition of the Office for Tenants and Social Landlords, operating as the Tenant Services Authority (**TSA**). These reports highlight that changes to the sector and proposed changes to the benefits system are significant. These changes may increase the risks associated with an investment in the Bonds.

Rental Growth Risk: Levels of rental income are currently impacted each year by the Retail Price Index (**RPI**) which refers back to the figure published in the September of the preceding year. The Chancellor announced in the Emergency Budget on 22nd June, 2010 that from the financial year

2013-2014, housing benefit limits will be adjusted upwards in line with the Consumer Prices Index (CPI) rather than RPI. The Borrower will usually apply future rent increases, or decreases in the case of negative RPI or CPI, in accordance with the Government rent regimes in place at that time. The current regime for regulated rents allows for increases at RPI plus 0.5 per cent. The Borrower's regulated rental income sensitivity to a 1 per cent. increase or decrease in RPI is circa £1,100,000 per annum based on the current year's rental income, which the Borrower does not deem material to its ability to meet its obligations under the Loan Agreement. The Borrower has a number of mechanisms in place to mitigate the scenario of negative inflation including control over its cost base and the ability to use treasury instruments such as basis swaps. The Borrower may also be able to take advantage of a "waiver" clause whereby the TSA can allow extensions of the period in which target rents must be reached if it would otherwise mean that a covenant of a financing arrangement would be breached or a loan would otherwise default.

Non-Payment Risks: The tenants of the Borrower's properties are personally responsible for the rental payments on the relevant occupied properties. There is a greater risk of non-payment for those tenants who are not in receipt of full or partial housing benefit. In the event that any such tenants fail to pay rent in full or fail to pay rent in full on a timely basis, this could also affect the ability of the Borrower to meet its payment obligations on a timely basis under the Loan Agreement.

Shared Ownership and Outright Sales Risk: The Borrower also generates revenue from its shared ownership sales programme. Shared Ownership income is generated on the initial sale of the "first tranche" and subsequent sales of further "staircasings". The sales programme also includes properties that are uneconomic to maintain.

There is also the risk that if a tenant of a shared ownership property borrows monies through a mortgage from a commercial lender (having obtained consent from the Borrower) then that lender's mortgage may take priority ahead of the security arrangements in place under the Security Trust Deed. However, if that commercial lender were to enforce its security following a tenant defaulting on its mortgage, such lender could staircase (i.e. purchase a portion of the freehold property) up to 100 per cent. in order to be able to sell the whole leasehold interest in which case the Borrower as landlord would receive such staircasing payments from the commercial lender. If the price for the full 100 per cent. receivable on sale is not sufficient to meet the principal outstanding (plus 12 months interest and other statutorily permitted costs) then the shortfall will remain as a debt due to the landlord from the defaulting leaseholder. Under current HCA rules, any shortfall not recovered is borne first by the provider of any grant in respect of the property, and thus the Borrower is only affected to the extent that the shortfall cannot be covered by grant monies. This only applies where shared ownership is grant-funded.

Other Income Risk: The Borrower provides temporary accommodation. The Government is seeking to reduce the housing benefit bill as part of its welfare reform strategy. The Department for Work and Pensions has outlined proposals to bring subsidies for people living in temporary accommodation in line with other housing benefit claimants in the private rented sector. The proposed changes will see people in temporary accommodation being eligible for Universal Credit. Rents will be based on household size rather than the property. Management costs will be paid separately by local authorities and may be the same across the UK. If the proposals go ahead, this aspect of the business could face some significant risks: rent collection will reduce and growth targets will be impacted even though the mortgage market is encouraging more people into the private rented sector.

The supported housing market continues to shift so posing further challenges to the viability of the supported housing business of the Borrower, which is provided by CASA Support (CASA). The challenge is to remain competitive and offer even lower charges to commissioners and/or customers with personal budgets. Contract income (£4,600,000) is most at risk and the service where the Borrower needs to reduce its prices. To date, CASA has maintained its ability to make a financial contribution to the business of the Borrower. It has a good track record of responding to challenges

and improving viability and performance. The business will need to continually adjust its position and services offered. In addition to the risk for support income, by April 2012 local authorities will be required to allocate funds on a personal basis. Some (and potentially all) of these funds will be paid directly to the individual as a personal budget. Individual customers will then select their provider of choice. Housing related support may not survive in this market. CASA will need to respond to be able to thrive in this developing market.

Housing Grant Risk: The Borrower receives grant funding from a variety of sources, including the HCA. Due to the nature of grant funding, there is a risk that the amount of funding available and the terms of grants will vary. Following approval of a grant there is a risk that the HCA may revise the terms of a grant and reduce entitlement, suspend or cancel any instalment of such a grant. In certain circumstances, set out in the HCA regulatory framework, 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 the Borrower.

Since 2005, bids for social housing grants to supply new affordable housing have been accepted from unregistered bodies in addition to the Registered Providers of Social Housing. This includes private developers and arms length management organisations established by local authorities. One of the aims of the measure was to increase competition. In September 2008, as part of a package of measures announced to stimulate the housing market and deliver new social housing, the previous Government announced that local authorities who directly manage houses will also be invited to bid for grants.

In 2010 the Government announced a new funding framework – the 2011-2015 Affordable Homes Programme (the **Framework**). The Framework largely replaces the existing social housing grant programme, although outstanding grants agreed under the previous arrangements will be paid to Registered Providers of Social Housing. The Framework is designed to offer more flexibility to registered housing providers, enabling them to use existing assets to support new development programmes, and to offer a wider range of housing options to people accessing social housing.

The increased exposure to rental income and housing benefit risk could affect the ability of the Borrower to meet its payment obligations on a timely basis under the Loan Agreement.

Housing Market Downturn Risk: The majority of the Borrower's properties are social rented (general needs, sheltered housing and supported housing), all of which have a limited exposure to housing market downturn risk. Rental income from these properties provides the major source of the Borrower's income.

The Borrower has exposure to housing market downturn risk through its shared ownership sales, open market housing sales activity and redemptions and staircasings of shared equity and shared ownership properties. The latest figures from the Nationwide House Price Index show that there has been little change in the generally weaker buyer demand for the UK housing market with a typical UK property price decreasing by a seasonally adjusted 0.2 per cent. month on month for January 2012. The smoother 3 month on 3 month rate of change has been changing from a 0.5 per cent. decrease in September 2011 to a 0.3 per cent. increase in December 2011. The overall trend does not indicate any significant improvement in housing market conditions. On an annual basis, house prices are 0.6 per cent. higher than for the same period last year. The figures seem to indicate that the property market remains fragile.

Housing Market, Development and Operational Risk: Residential property investment is subject to varying degrees of market, development and operational 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 (in particular house price inflation) may also have an effect.

Among other things, these market risks may impact upon the expenses incurred by the Borrower 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, its ability to sell shared ownership properties and its ability to acquire additional sites. This could, in turn, impact upon the Borrower's cash flow and its ability to satisfy any asset cover covenants which it is required to maintain pursuant to the terms of existing facility arrangements.

Operational risks may result from major systems failure or breaches in systems security (although the Borrower has prepared business continuity plans in order to mitigate against this, it is dependent upon its technology in order to deliver business processes) and the consequences of theft, fraud, health and safety and environmental issues, natural disaster and acts of terrorism. These events could result in financial loss to the Borrower and hence the Issuer.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that the Issuer will be unable to comply with its obligations as an entity with securities admitted to the Official List.

Regulatory Risk: The Housing and Regeneration Act 2008 (the **Act**) received Royal Assent on 22nd July, 2008 and its provisions are now largely in force as of 1st April, 2010.

Pursuant to the Act, on 1st December, 2008 the TSA was established with powers to regulate social housing providers. The TSA has published "The regulatory framework for social housing in England from April 2010", setting out its six standards applying to Registered Providers of Social Housing from 1st April, 2010. The standards cover tenant involvement and empowerment; quality of accommodation; allocations, rent and tenure; neighbourhood management; value for money; and governance and financial viability. Registered providers are expected to comply with the standards, although the TSA has stated that its approach is that providers should have greater freedoms to enable them to innovate in the best interests of their tenants. Registered providers are expected to establish their own framework to ensure they are accountable to their tenants and governing bodies.

The new standards replaced a significant proportion of the previous regulatory framework which applied to Registered Providers of Social Housing (then called registered social landlords and as regulated by the Housing Corporation).

In the Government's white paper "*Review of Social Housing Regulation*" the Government announced its intention to abolish the TSA and move its economic regulation and "backstop" consumer regulation functions to the HCA. A separate committee of the HCA is to be established by statute to undertake this regulatory role which will be appointed by the Secretary of State. This new arrangement will come in to force from April 2012. The statutory powers available to the HCA, as regulator, will be unchanged from those currently in place. The HCA will continue to provide economic regulation for Registered Providers of Social Housing in order to ensure they are financially viable and well governed and to support the confidence of private lenders to provide funds at competitive rates. It is intended that there will be a greater role for tenants' panels, councillors, MPs and the Ombudsmen in dealing with consumer issues.

The TSA is currently consulting Registered Providers of Social Housing and other interested parties on revisions to the current regulatory framework. This is in order to meet the revised statutory requirements and powers the Government has given the social housing regulator in the Localism Act 2011 and directions that the Government has issued or intends to issue to the social housing regulator.

The consultation period expired on 10th February, 2012. The core regulatory standards will continue however, some will change significantly. Therefore, there is uncertainty over the extent and nature of the HCA's powers from 1st April, 2012.

Capital Resources & Treasury Risk: To mitigate liquidity risk and augment its capital resources, the Borrower currently relies on financing through committed lines of credit from major banks and building societies, and through revolving debt (all of which is secured). However, the Borrower could find itself unable to access sources of financing if bank or building society lines become unavailable to the Borrower (for example, if banks and building societies are unable to provide new, or extend existing facilities, or unable to meet commitments to provide funds under existing committed lines) or if a reduction in the Borrower's credit rating makes the cost of accessing the public and private debt markets prohibitive.

The Borrower is also subject to interest rate risk in respect of its variable rate borrowing although the AmicusHorizon Group's hedging strategy seeks to reduce interest rate risk volatility and uncertainty by allowing for a balance of fixed, floating and inflation-linked debt. As at 31st December, 2011, approximately 67 per cent. of the AmicusHorizon Group's borrowings were capped or fixed rate debt.

Pensions Risk: The Borrower participates in the following defined benefit and/or defined contribution pension schemes:

- The Social Housing Pension Scheme (**SHPS**).
- The Horizon Housing Group Pension Scheme (**HHGPS**).
- The Local Government Pension Schemes (**LGPS**), administered by East Sussex County Council Pension Fund (**ESCC**) and by Kent County Council Scheme (**KCCS**).
- AmicusHorizon Limited Group Personal Pension Scheme (**GPP**).

SHPS is an industry wide multi-employer scheme and has a number of different benefit structures. It is not possible, in the normal course of events, to readily identify the share of the underlying assets and liabilities attributable to each individual employer participating in this arrangement. The current contribution rate of the Borrower to SHPS is £25,768 per month plus a fixed contribution to past service deficits of £30,159 per month. As at 31st December, 2011 there were 97 active members of the scheme employed by the Borrower. This scheme is not open to new entrants.

The LGPS schemes are also multi-employer schemes but, unlike SHPS, it is possible to identify the share of their underlying assets and liabilities attributable to the Borrower. As at 31st March, 2011, the fair value of the assets held in the LGPS attributable to the Borrower amounted to £21.9m. As at that date, the corresponding pension liabilities amounted to £28.6m. Neither scheme is open to new entrants. The pension contributions payable by the Borrower to the LGPS during the accounting period ended 31st March, 2011 were 18.1 per cent of pensionable salary for LGPS (administered by KCC), plus £230,000 per annum for past service deficits, and 29.9 per cent of pensionable salary for LGPS (administered by ESCC). This 29.9 per cent. included the past service deficit element. This was changed in 2011/12 and split between a 17.5 per cent. contribution rate, plus £203,000 per annum for past service deficits.

The GPP scheme which is open to new entrants has an employers' contribution double that of the employee, with an employer maximum rate of 10 per cent.

There may be certain circumstances in which the sponsoring employers of the pension arrangements listed above are required to make good the funding deficit in short order. Certain forms of restructuring of the Borrower may result in circumstances in which a funding deficit has to be met. For

example, a transfer of engagements or a transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) could lead to a crystallisation of a net pension liability. However, the Borrower always carefully considers the pension implications of restructuring proposals and wherever possible ensures that such restructurings are organised to avoid pension liabilities crystallising.

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

The Pensions Regulator may require certain parties to make contributions to a pension scheme that has a deficit. A contribution notice could be served on the Borrower if it is, or is connected/associated with, a defined benefit scheme, and if it was a party to an act, or a deliberate failure to act, the main purpose or one of the main purposes of which was either (i) to prevent the recovery of the whole or any part of a debt which was, or might become, due from the employer under Section 75 of the Pensions Act 1995; (ii) to prevent such a debt becoming due, to compromise or otherwise settle such a debt, or to reduce the amount of such a debt which would otherwise become due; or (iii) where the effect (regardless of intention) of the act was to materially weaken the respective pension scheme by detrimentally affecting in a material way the likelihood of accrued scheme benefits being received by or in respect of members unless the Pensions Regulator is satisfied that the Borrower has a statutory defence. A contribution notice can only be served where the Pensions Regulator considers it is reasonable to do so.

A financial support direction could be served on the Borrower if the Borrower is connected to/associated with a defined benefit scheme which is insufficiently resourced. An employer is insufficiently resourced if the value of its resources is less than 50 per cent. of the pension scheme's deficit calculated on an annuity buy-out basis and the aggregate value of the resources of the persons who are connected to or associated with the employer and each other, when added to the value of the employer's resources, would be 50 per cent. or more of the combined pension scheme deficit calculated on an annuity buy-out basis. A financial support direction can only be served where the Pensions Regulator considers it is reasonable to do so.

If a contribution notice or financial support direction were to be served on the Borrower this could result in a shortfall of funds available to repay the Bonds.

The Borrower could find itself liable to pay amounts to these schemes that are not attributable to its own current or former employees. This risk is particularly notable in respect of the SHPS, which is a multi-employer scheme, covering numerous employers who are not connected with the Borrower.

Litigation Risk: To date, claims made against the AmicusHorizon Group have not had a material impact on the revenue or business of the AmicusHorizon Group, although there can be no assurance that the AmicusHorizon Group will not, in the future, be subject to a claim which may have a material impact upon its revenue or business.

Furthermore, the AmicusHorizon Group has the benefit of insurance for, among others, employer's liability, public liability and professional indemnity at a level which the management of the AmicusHorizon Group considers to be prudent for the type of business in which the AmicusHorizon Group is engaged.

Permitted Reorganisations: The Loan Agreement permits the Borrower to undertake Permitted Reorganisations. In such circumstances, the resulting entity's credit risk may change.

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

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

Interest rate risks: The Bonds bear interest at a fixed rate and therefore involve the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds.

Redemption prior to maturity: In the event that the Bonds become repayable prior to maturity either following the Loan becoming repayable as a result of a Borrower Default (which includes, *inter alia*, failure by the Borrower to make payments of interest under the Loan Agreement) or an Event of Default (as defined in Condition 12 (*Events of Default and Enforcement*)) or pursuant to Condition 9.3 (*Early Redemption for Tax Reasons*), the Bonds will be redeemed in full at their principal amount, plus accrued interest. In such circumstances it may not be possible for an investor to reinvest the redemption proceeds at an effective rate of interest as high as the interest rate on the Bonds. Furthermore, the optional redemption feature of the Bonds is likely to limit their market value as the market value generally will not rise substantially above the price at which they can be redeemed.

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

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

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

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

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

administration thereof, or to the published practice of HM Revenue & Customs as applied in the United Kingdom after the date of this Prospectus.

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

Potential Conflicts of Interest: Each of the Transaction Parties (other than the Issuer) and their affiliates in the course of each of their respective businesses may provide services to other Transaction Parties and to third parties and in the course of the provision of such services it is possible that conflicts of interest may arise between such Transaction Parties and their affiliates or between such Transaction Parties and their affiliates and such third parties. Each of the Transaction Parties (other than the Issuer) and their affiliates may provide such services and enter into arrangements with any person without regard to or constraint as a result of any such conflicts of interest arising as a result of it being a Transaction Party.

Taxation: Under the Terms and Conditions of the Bonds (see Condition 10 (*Taxation*) below), the Issuer may, but will not be obliged to, gross up payments in respect of the Bonds if any deduction or withholding on account of tax is imposed. In the event that any deduction or withholding on account of tax is imposed and the Issuer does not opt to gross up payments in respect of the Bonds (or, if having previously opted to gross up notifies the Bond Trustee and the Bondholders of its intention to cease grossing up payments in respect of the Bonds), the Bonds will be redeemed in accordance with Condition 9.3 (*Early Redemption for Tax Reasons*). In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Bonds. In addition, any amounts in respect of accrued interest which fall due on any such redemption of the Bonds (and, where the redemption follows the next following Interest Payment Date, such Interest Payment Date) shall be paid subject to the required withholding or deduction and the Issuer shall not be obliged to pay any additional amounts in respect thereof. The Bondholders will therefore bear the risk of any such withholding or deduction in respect of the period from the previous Interest Payment Date to the date of redemption.

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

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

EU Savings Directive: Under EC Council Directive 2003/48/EC (the **Directive**) on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Bond as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

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

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

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

Risks Relating to the Security of the Bonds

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

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

Environmental Considerations: Under relevant UK environmental legislation, liability for environmental matters can be imposed on the "owner" or "person in control" of land. The term "owner" could include anyone with a proprietary interest in a property, which could include a representative of a trustee as a mortgagee in possession (in respect of which see the risk factor entitled "*Mortgagee in Possession Liability*" below). Environmental laws may impose liability on the owner for clean-up costs if a property is or becomes contaminated. The Borrower 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 this could also affect the ability of the Borrower to meet its payment obligations under the Loan Agreement.

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

Sufficiency of Insurance: Although each Charged Property is required to be insured at appropriate levels and against customary risks, there can be no assurance that any loss incurred will be of a type covered by such insurance, nor can there be any assurance that the loss will not exceed the limits of such insurance. Any interruption in income or any loss or damage caused to a Charged Property not adequately covered by insurance could result in a shortfall in funds available to service the Borrower's payment obligations under the Loan Agreement.

Investment of Retained Proceeds in Permitted Investments: For so long as any part of the net proceeds of the issue of the Bonds remains undrawn pursuant to the Loan Agreement, the Issuer may invest such amounts in Permitted Investments in accordance with the Custody Agreement. The Issuer may also invest the Charged Disposal Proceeds in Permitted Investments.

Although Permitted Investments are limited to highly rated securities which satisfy certain specified criteria (which includes a requirement that the investments have a maturity date which is no later than 13th March, 2043), the Issuer may be required to liquidate such Permitted Investments (a) prior to the enforcement of the Issuer Security, (in the case of the Permitted Investments purchased with Retained Proceeds) to fund advances to the Borrower pursuant to the Loan Agreement or to fund redemptions of the Bonds in accordance with the Conditions or (b) following the enforcement of the Issuer Security, to make payments in accordance with the Post-enforcement Priority of Payment, in either case at a time when the disposal proceeds of such Permitted Investments is less than the price paid by the Issuer upon the acquisition thereof.

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

In the event that the enforcement of the Issuer Security takes place prior to the Initial Properties and the Additional Properties being charged, with an aggregate Minimum Value equal to the principal amount of the Bonds, and/or at a time when the Permitted Investments have been acquired with the Disposal Proceeds otherwise charged by the Borrower as security, the value of the proceeds of enforcement of the Underlying Security, together with such amounts, may be insufficient to enable the Issuer to pay its obligations under the Bonds in full.

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

The Issuer's ability to meet its obligations under the Bonds after enforcement under the Loan: Following default by the Borrower, the Security Trustee may enforce the Underlying Security and appoint a Receiver pursuant to its powers under the Security Trust Deed.

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

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

Claims of Creditors of the Issuer other than Secured Parties: Under English law, any creditor (who has not entered into non-petition clauses) would (save where an administrator has been appointed) be able to commence insolvency or winding up proceedings against the Issuer in respect of any unpaid debt.

Mortgagee in Possession Liability: There is a risk that the Security Trustee may be deemed to be a mortgagee in possession if it physically enters into possession of a Charged Property or performs an act of control or influence which may amount to possession, such as submitting a demand direct to tenants requiring them to pay rents to the Security Trustee. The consequence of being a mortgagee in possession would be that the Security Trustee may be obliged to account to the Borrower for the income obtained from the Charged Property, be liable for any damage to the Charged Property, have a limited liability to repair the Charged Property and, in certain circumstances, may be obliged to make improvements or incur financial liabilities in respect of the Charged Property. A mortgagee in possession may also be liable to a tenant for any mis-management of the relevant property and may incur liabilities to third parties in nuisance and negligence and, under certain statutes (including environmental legislation), the liabilities of a property owner. Pursuant to the Security Trust Deed, the Issuer and the Borrower are required to indemnify the Security Trustee against all liabilities and expenses suffered or incurred by it and, pursuant to the Loan Agreement, the Borrower is required to indemnify the Issuer and the Security Trustee on demand against any loss or liability incurred in connection with the Loan Agreement. The obligation to indemnify the Security Trustee may mean that there is a shortfall in funds available to pay all amounts due and owing under the Bonds and/or the Loan Agreement.

Moratorium: In order to protect the interest of tenants and to preserve the housing stock of a Registered Provider of Social Housing within the social housing sector and within the regulatory regime, a 28 working day moratorium on the disposal of land (including the enforcement of any security) by an insolvent non-profit Registered Provider of Social Housing will apply, upon certain steps being taken in relation to that provider such as presenting a winding up petition or appointing an administrator. The TSA will then seek to agree proposals about the future ownership and management of the provider's land with its secured creditors. The moratorium procedure may adversely affect the Issuer's ability to enforce its security over the Charged Properties, as the procedure stipulates actions that must be taken by a secured creditor prior to that secured creditor

being able to enforce its security and gives powers to the TSA (which will be transferred to the HCA in the future) in respect of certain secured assets. This, in turn, could affect the Bond Trustee's ability to enforce its security against the Issuer under the Bond Trust Deed.

Risks Relating to the Market Generally

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

Global economic disruption: In addition, Bondholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Bonds, concerns over the liquidity of major banks and building societies and the consequent effects on the general economy and the housing market. The Issuer cannot predict when these circumstances will change and, if and when they do, whether conditions of general market illiquidity for the Bonds and instruments similar to the Bonds will return in the future.

Credit ratings may not reflect all risks: It is expected that the Bonds will be rated "Aa3" by Moody's. This rating may not reflect the potential impact of all risks related to the structure, market and other factors that may affect the value of the Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the assigning rating agency at any time.

In particular, on 15th February, 2012, Moody's took action in respect of selected European sub-sovereign issuers (including amending the outlook for rated Registered Providers of Social Housing) due to influences on them from financial, operational and economic linkages with sovereign debt; the relevant ratings themselves remain unchanged. As with any rated entity, the rating of the Borrower or any other member of the AmicusHorizon Group (and, accordingly, the rating of the Bonds) may be susceptible to further adjustments (whether upward or downward) and, in particular, any adjustments which may be made as a result of a rating agency's methodology as applied to the Borrower or any other member of the AmicusHorizon Group.

As of the date of this Prospectus, Moody's is established in the European Union and is registered under the CRA Regulation. As such, Moody's is included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation.

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

Form of the Bonds

Form, Exchange and Payments

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

The Bonds are intended upon issue to be deposited with The Bank of New York Mellon as common safekeeper and although the Bonds are issued in NGN form, this does not necessarily mean that the Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Bondholders should note that the temporary extension of Eurosystem eligibility to Sterling denominated securities ceased to be effective from 1st January, 2011. Unless and until Eurosystem eligibility is extended to Sterling denominated securities, the Bonds will not be in a form which can be recognised as eligible collateral.

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

On and after the date (the **Exchange Date**) which is 40 days after the Temporary Global Bond is issued, interests in the Temporary Global Bond will be exchangeable (free of charge) upon a request as described therein for interests recorded in the records of Euroclear or Clearstream, Luxembourg, as the case may be, in a permanent global bond (the **Permanent Global Bond** and, together with the Temporary Global Bond, the **Global Bonds**), against certification of beneficial ownership as described above unless such certification has already been given. The holder of the Temporary Global Bond will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Bond for an interest in the Permanent Global Bond is improperly withheld or refused.

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

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

The Permanent Global Bond will be exchangeable (free of charge), in whole but not in part, for definitive Bonds with interest coupons and talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 12) has occurred and is continuing, or (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to

cease business or have in fact done so and no successor clearing system satisfactory to the Bond Trustee is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Bonds represented by the Permanent Global Bond in definitive form. The Issuer will promptly give notice to Bondholders in accordance with Condition 15 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Bond) or the Bond Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

Legend concerning United States persons

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

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

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

Summary of Provisions relating to the Bonds while in Global Form

Notices

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

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

Accountholders

For so long as any of the Bonds is represented by a Global Bond held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of such Bonds (the **Accountholder**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated as the holder of such principal amount of such Bonds for all

purposes other than with respect to the payment of principal or interest on such principal amount of such Bonds, for which purpose the bearer of the relevant Global Bond shall be treated as the holder of such principal amount of such Bonds in accordance with and subject to the terms of the relevant Global Bond and the expressions **Bondholder** and **holder of Bonds** and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular principal amount of Bonds as aforesaid, the Bond Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

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

Prescription

Claims against the Issuer in respect of principal and interest on the Bonds represented by a Global Bond will be prescribed after 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined in Condition 11 (*Prescription*)).

Cancellation

Cancellation of any Bond represented by a Global Bond and required by the Conditions of the Bonds to be cancelled following its redemption or purchase will be effected by entry in the records of Euroclear or Clearstream, Luxembourg, as the case may be.

Partial Redemption

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

TERMS AND CONDITIONS OF THE BONDS

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

The £150,000,000 5.25 per cent. Secured Bonds due 2043 (the **Bonds**) of AmicusHorizon Finance plc (the **Issuer**) are constituted by a bond trust deed (such bond trust deed as modified and/or supplemented and/or restated from time to time, the **Bond Trust Deed**) dated 13th March, 2012 made between the Issuer and Prudential Trustee Company Limited (the **Bond Trustee**, which expression shall include any successor as Bond Trustee) as trustee for the holders of the Bonds (the **Bondholders**) and the holders of the interest coupons appertaining to the Bonds (the **Couponholders** and the **Coupons** respectively, which expressions shall, unless the context otherwise requires, include the talons for further interest coupons (the **Talons**) and the holders of the Talons).

The Bonds have the benefit of an agency agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 13th March, 2012 and made between the Issuer, the Bond Trustee, The Bank of New York Mellon as principal paying agent (the **Principal Paying Agent**, which expression shall include any successor agent) and the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

Copies of the Bond Trust Deed, the Agency Agreement, the Loan Agreement, the Fixed Charges (as defined below) and the Security Trust Deed (as defined below) are available for inspection during normal business hours at the registered office for the time being of the Bond Trustee being at the date of the issue of the Bonds at Laurence Pountney Hill, London EC2R 0HH and at the specified office of each of the Paying Agents. The Bondholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Bond Trust Deed and the Agency Agreement. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Bond Trust Deed, which includes the form of the Bonds.

1. DEFINITIONS

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

In these Conditions:

Account Agreement means the account agreement dated 13th March, 2012 and made between the Issuer, the Bond Trustee and the Account Bank, as amended and/or supplemented and/or restated from time to time;

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

Accounting Profit has the meaning given to it in the Loan Agreement;

Accounting Profit Offset Amount has the meaning given to it in the Loan Agreement;

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

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

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

- (a) presented for payment by or on behalf of a holder who is liable to the Taxes in respect of the Bond or Coupon by reason of his having some connection with the Relevant Jurisdiction other than the mere holding of the Bond or Coupon; or
- (b) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (c) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Bond or Coupon to another Paying Agent in a Member State of the European Union; or
- (d) presented for payment more than 30 days after the Relevant Date except to the extent that a holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Payment Day (as defined in Condition 8.5 (*Payment Day*)).

Borrower means AmicusHorizon Limited, as borrower under the Loan Agreement;

Borrower Default has the meaning given to it in the Loan Agreement;

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

Charged Disposal Proceeds means, at any time, the aggregate of all amounts (whether representing proceeds of disposal or other moneys) standing to the credit of the Disposal Proceeds Account and, to the extent invested in Permitted Investments in accordance with the Custody Agreement, such Permitted Investments and any income received by the Issuer in respect of such Permitted Investments, provided however that, for the purpose of determining the Borrower's compliance with the Asset Cover Test (as defined in the Loan Agreement), the value to be attributed to such Permitted Investments shall be the purchase price thereof;

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

Compliance Certificate has the meaning given to it in the Loan Agreement;

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

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

Custody Agreement means the custody agreement relating to the Permitted Investments dated 13th March, 2012 and made between the Issuer, the Bond Trustee and the Custodian, as amended and/or supplemented and/or restated from time to time;

Disposal Proceeds Account means the account of the Issuer set up with the Account Bank in respect of the Charged Disposal Proceeds in accordance with the Account Agreement;

Fixed Charges means the fixed charge dated 13th March, 2012 and made between the Borrower and the Security Trustee pursuant to which the Borrower provides security in respect of its obligations under the Loan Agreement and any additional fixed charges entered into between the Borrower and the Security Trustee substantially in the form set out in the Security Trust Deed pursuant to which the Borrower provides security in respect of its obligations under the Loan Agreement;

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

Issue Date means 13th March, 2012;

Issuer Charged Property has the meaning given to it in Condition 4;

Issuer Security has the meaning given to it in Condition 4;

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

Loan Agreement means the bond loan agreement dated on or about the date of issue of the Bonds between the Issuer, the Borrower and the Security Trustee;

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

Permitted Investments has the meaning given to it in the Loan Agreement;

Permitted Investment Profit has the meaning given to it in the Loan Agreement;

Permitted Reorganisation has the meaning given to it in the Loan Agreement;

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

Registered Provider of Social Housing has the meaning given to it in the Loan Agreement;

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

Relevant Jurisdiction means the United Kingdom or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political

subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Bonds or Coupons.

Retained Bond Premium Amount has the meaning given to it in the Loan Agreement;

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

Retained Bond Custody Agreement means the custody agreement relating to the Retained Bonds dated 13th March, 2012 and made between the Issuer, the Bond Trustee and the Retained Bond Custodian, as amended and/or supplemented and/or restated from time to time;

Retained Bonds means £50,000,000 in principal amount of the Bonds purchased by the Issuer on the Issue Date;

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

Secured Parties means the Bond Trustee (for itself and on behalf of the Bondholders and Couponholders), the Principal Paying Agent, the other Paying Agents, the Account Bank and the Custodian;

Security Trust Deed means the security trust deed dated 23rd February, 2012 between, *inter alios*, the Borrower and the Security Trustee (as amended from time to time);

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

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

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

Transaction Documents means the Loan Agreement, the Bond Trust Deed, the Security Trust Deed, the Agency Agreement, the Account Agreement, the Custody Agreement and the Retained Bond Custody Agreement;

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

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

2. FORM, DENOMINATION AND TITLE

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

Title to the Bonds and Coupons will pass by delivery. The Issuer, any Paying Agent and the Bond Trustee will (except as otherwise required by law) deem and treat the bearer of any Bond or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes.

3. STATUS

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

4. SECURITY

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

- (a) by an assignment by way of security of the Issuer's rights, title and interest arising under the Loan Agreement, the Security Trust Deed, the Fixed Charges, the Agency Agreement, the Custody Agreement and the Account Agreement, in each case to the extent they relate to the Bonds;
- (b) by a charge by way of first fixed charge over all moneys and/or securities from time to time standing to the credit of the Transaction Account, the Disposal Proceeds Account, the Initial Cash Security Account and the Custody Account and all debts represented thereby; and
- (c) by a charge by way of first fixed charge over all sums held from time to time by the Paying Agents for the payment of principal or interest in respect of the Bonds.

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

5. ORDER OF PAYMENTS

5.1 Pre-enforcement

Prior to the enforcement of the Issuer Security, the Issuer shall apply the monies standing to the credit of the Transaction Account on each Interest Payment Date and such other dates on which a payment is due in respect of the Bonds in the following order of priority (the **Pre-enforcement Priority of Payment**):

- (a) first, in payment of any taxes due and owing by the Issuer to any taxing authority (insofar as they relate to the Bonds);
- (b) second, in payment of any unpaid fees, costs, charges, expenses and liabilities incurred by the Bond Trustee (including remuneration payable to it and any Appointee) in carrying out its functions under the Bond Trust Deed;
- (c) third, in payment of any unpaid fees, expenses and liabilities of the Issuer owing to the Paying Agents under the Agency Agreement, the Account Bank under the

Account Agreement, the Custodian under the Custody Agreement and the Retained Bond Custodian under the Retained Bond Custody Agreement on a *pro rata* and *pari passu* basis;

- (d) fourth, in payment of any other unpaid fees, expenses and liabilities of the Issuer (in so far as they relate to the Bonds) on a *pro rata* and *pari passu* basis;
- (e) fifth, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any interest due and payable in respect of the Bonds;
- (f) sixth, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any principal due and payable in respect of the Bonds;
- (g) seventh, in payment to the Borrower of any amount due and payable under the terms of the Loan Agreement; and
- (h) eighth, in payment of (i) an amount equal to any Accounting Profit Offset Amount and (at the option of the Issuer) an amount no greater than any Permitted Investment Profit or Retained Bond Premium Amount, as the case may be, to any charitable member of the AmicusHorizon Group and/or (ii) any taxes due and owing by the Issuer to any taxing authority in respect of any Accounting Profit, Permitted Investment Profit or Retained Bond Premium Amount.

5.2 Post-enforcement

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

- (a) first, in payment or satisfaction of the fees, costs, charges, expenses and liabilities incurred by the Bond Trustee, any Appointee or any receiver in preparing and executing the trusts under the Bond Trust Deed (including the costs of realising any Issuer Security and the Bond Trustee's and such receiver's remuneration);
- (b) second, in payment of all amounts owing to the Paying Agents under the Agency Agreement, the Account Bank under the Account Agreement, the Custodian under the Custody Agreement and the Retained Bond Custodian under the Retained Bond Custody Agreement on a *pro rata* and *pari passu* basis;
- (c) third, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any interest due and payable in respect of the Bonds;
- (d) fourth, in payment, on a *pro rata* and *pari passu* basis, to the Bondholders of any principal due and payable in respect of the Bonds;
- (e) fifth, in payment of any other unpaid fees and expenses of the Issuer (in each case insofar as they relate to the Bonds) on a *pro rata* and *pari passu* basis;
- (f) sixth, in payment to the Borrower of any amount due and payable under the terms of the Loan Agreement; and
- (g) seventh, in payment of (i) an amount equal to any Accounting Profit Offset Amount and (at the option of the Issuer) an amount no greater than any Permitted Investment

Profit or Retained Bond Premium Amount, as the case may be, to any charitable member of the AmicusHorizon Group and/or (ii) any taxes due and owing by the Issuer to any taxing authority in respect of any Accounting Profit, Permitted Investment Profit or Retained Bond Premium Amount.

6. COVENANTS

6.1 General Covenants

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

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

The Issuer also covenants, for so long as any of the Bonds remain outstanding, not to create or permit to subsist, over any of the security constituted by or created pursuant to the Bond Trust Deed, any mortgage or charge or any other security interest ranking in priority to, or *pari passu* with, the security created by or pursuant to the Bond Trust Deed.

6.2 Information Covenants

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

- (a) send to the Bond Trustee and, upon request by any Bondholder to the Issuer, make available to such Bondholder at the Issuer's registered office during normal business hours, a copy of the Compliance Certificate promptly upon receipt of the same from the Borrower pursuant to the terms of the Loan Agreement;
- (b) send to the Bond Trustee and, upon request by any Bondholder to the Issuer, make available to such Bondholder at the Issuer's registered office during normal business hours, a copy of the consolidated annual reports of the Borrower (if any) promptly upon publication of the same by the Borrower; and
- (c) at the request of Bondholders holding not less than 33 per cent. in principal amount of the Bonds for the time being outstanding, convene a meeting of the Bondholders to discuss the financial position of the Issuer and the AmicusHorizon Group, provided, however, that the Issuer shall not be required to convene any such meeting pursuant to this Condition 6.2(c) more than once in any calendar year. Upon the request of Bondholders to convene any such meeting, as aforesaid, the Issuer shall notify all Bondholders of the date (which such date shall be no more than 21 days following such request), time and place of the meeting in accordance with Condition 15 (*Notices*). The Issuer shall act in good faith in addressing any questions regarding the financial position of itself or any other member of the AmicusHorizon Group raised at any such meeting, provided, however, that the Issuer shall not be obliged to disclose any information which it, in its absolute discretion, considers to be of a confidential nature. For the avoidance of doubt, the provisions of this Condition 6.2(c) are in addition to the meetings provisions set out in Condition 17 (*Meetings of Bondholders, Modification and Waiver*).

6.3 Loan Agreement, Fixed Charges and Security Trust Deed Consents Covenant

For so long as any of the Bonds remain outstanding, the Issuer covenants that it shall not consent to any waiver, amendment or modification of, or take any action or direct the Security Trustee to take any action pursuant to, the Loan Agreement, the Fixed Charges or the Security Trust Deed except with the prior consent of the Bond Trustee. The Bond Trustee may seek the consent of the Bondholders in accordance with the Bond Trust Deed prior to giving any such consent.

7. INTEREST

7.1 Interest Rate and Interest Payment Dates

The Bonds bear interest from (and including) 13th March, 2012 at the rate of 5.25 per cent. per annum, payable semi-annually in arrear in equal instalments on 13th March and 13th September in each year (each, an **Interest Payment Date**).

7.2 Interest Accrual

Each Bond will cease to bear interest from (and including) its due date for redemption unless, upon due presentation, payment of the principal in respect of the Bond is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue as provided in the Bond Trust Deed.

7.3 Calculation of Broken Interest

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

8. PAYMENTS

8.1 Payments in respect of Bonds

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

8.2 Method of Payment

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

8.3 Missing Unmatured Coupons

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

8.4 Payments subject to Applicable Laws

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

8.5 Payment Day

If the date for payment of any amount in respect of any Bond or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, **Payment Day** means any day which (subject to Condition 11 (*Prescription*)):

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

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

8.6 Initial Paying Agents

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

- (a) there will at all times be a Principal Paying Agent;

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

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

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, in certain circumstances specified therein, of the Bond Trustee and do not assume any obligation to, or relationship of agency or trust with, any Bondholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

8.7 Interpretation of principal and interest

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

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

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

9. REDEMPTION AND PURCHASE

9.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as specified in these Conditions, the Bonds will be redeemed by the Issuer at their principal amount on 13th March, 2043.

9.2 Early Redemption

Subject to Condition 9.4 (*Mandatory Early Redemption*) below, if in accordance with the Loan Agreement, the Borrower elects to prepay the Loan in whole or in part prior to the repayment date specified in the Loan Agreement or the Loan otherwise becomes prepayable in whole or in part prior to the repayment date specified in the Loan Agreement (other than as a result of the Bonds becoming due and repayable), then the Issuer shall redeem the Bonds in whole or, in respect of a prepayment in part, in an aggregate principal amount equal to the nominal amount of the Loan to be repaid on the date which is two Business Days after that on which payment is made by the Borrower under the Loan Agreement (the **Loan Prepayment Date**).

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

- (a) par; and
- (b) the amount (as calculated by a financial adviser nominated by the Issuer and approved by the Bond Trustee (the **Nominated Financial Adviser**) and reported in writing to the Issuer and the Bond Trustee) which is equal to the principal amount of the Bonds to be redeemed multiplied by the price (expressed as a percentage and calculated by the Nominated Financial Adviser) (rounded to three decimal places (0.0005 being rounded upwards)) at which the Gross Redemption Yield on the Bonds (if the Bonds were to remain outstanding until their original maturity) on the Determination Date would be equal to the sum of (i) the Gross Redemption Yield at 3:00 pm (London time) on the Determination Date of the Benchmark Gilt and (ii) 0.20 per cent.,

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

For the purposes of this Condition:

Benchmark Gilt means the 4½% Treasury Gilt 2042 or such other conventional (i.e. not index-linked) UK Government Gilt as the Issuer (with the advice of the Nominated Financial Adviser) may determine (failing such determination, as determined by the Bond Trustee with such advice) to be the most appropriate benchmark conventional UK Government Gilt;

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

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

9.3 Early Redemption for Tax Reasons

If as a result of any actual or proposed change in tax law, the Issuer determines (in its reasonable commercial judgement), and certifies to the Bond Trustee, that it would, on the next following Interest Payment Date, be required to make a withholding or deduction in respect of payments to be made on such Interest Payment Date (other than in respect of a Bondholder Specific Withholding) and the Issuer does not opt to pay additional amounts pursuant to Condition 10.2 (*No obligation to pay additional amounts*) or, having so opted, notifies the Bond Trustee and the Bondholders, in accordance with Condition 15 (*Notices*), of its intention to cease paying such additional amounts, the Issuer shall redeem the Bonds in whole, but not in part, at their principal amount, plus accrued interest to (but excluding) the date of redemption, as soon as reasonably practicable prior to the next following Interest Payment Date or, if it is not reasonably practicable for the Issuer to redeem the Bonds prior to the next following Interest Payment Date, within three Business Days thereafter. For the avoidance of doubt, any amounts in respect of accrued interest which fall due on any such redemption of the Bonds (and, where the redemption follows the next following Interest Payment Date, such Interest Payment Date) shall be paid subject to the required withholding or deduction and the Issuer shall not be obliged to pay any additional amounts in respect thereof.

9.4 Mandatory Early Redemption

If the Loan becomes repayable:

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

then the Issuer shall redeem the Bonds in full at their principal amount, plus accrued interest to (but excluding) the date on which the Loan is repaid (the **Loan Repayment Date**), on the date which is two Business Days after the Loan Repayment Date.

9.5 Notice of Early Redemption

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

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

9.6 Calculations

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

9.7 Purchase of Bonds by the Borrower or members of the AmicusHorizon Group

The Borrower and any other member of the AmicusHorizon Group (other than the Issuer) may at any time purchase Bonds in the open market or otherwise at any price. Following any such purchase, the Borrower or such member of the AmicusHorizon Group, as the case may be, must surrender the Bonds to the Issuer for cancellation. An amount equal to the principal amount of the Bonds being surrendered shall be deemed to be prepaid under the Loan Agreement (but, for the avoidance of doubt, without triggering a redemption under Condition 9.2 (*Early Redemption*)) or, to the extent that no Loan is then outstanding, an amount of the Undrawn Commitment equal to the Outstanding Balance of the Bonds surrendered shall be deemed to be cancelled for the purposes of the Loan Agreement and an amount of Retained Proceeds equal to the Cancelled Retained Proceeds shall be paid by the Issuer to the Borrower or such member of the AmicusHorizon Group, as the case may be.

9.8 Purchase of Bonds by the Issuer

The Issuer may not at any time purchase Bonds other than the Retained Bonds.

9.9 Cancellation of purchased or redeemed Bonds

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

The Issuer (a) may cancel any Retained Bonds held by it or on its behalf following a request by the Borrower, pursuant to the Loan Agreement, to cancel a corresponding amount of the Undrawn Commitment and (b) shall cancel all Retained Bonds held by or on behalf of the Issuer (i) immediately prior to such Retained Bonds being redeemed in accordance with Condition 9.1 (*Redemption at Maturity*), (ii) forthwith upon notice that the Bonds are to be redeemed (and, in any event, prior to such redemption) in accordance with Condition 9.3 (*Early Redemption for Tax Reasons*), Condition 9.4 (*Mandatory Early Redemption*) or Condition 12 (*Events of Default and Enforcement*) and (iii) on the date falling two years after the Issue Date.

10. TAXATION

10.1 Payments without withholding

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

10.2 No obligation to pay additional amounts

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

Notwithstanding the foregoing, in the event that the Issuer would, on the next Interest Payment Date, be required to make a withholding or deduction in respect of tax (other than in respect of a Bondholder Specific Withholding), the Issuer may, provided that it has given notice to the Bond Trustee and the Bondholders, in accordance with Condition 15 (*Notices*), of its intention to do so prior to such Interest Payment Date, pay to Bondholders such additional amounts as may be necessary in order that the net amounts received by the Bondholders after such withholding or deduction will equal the amounts of principal and interest which would have been received in respect of the Bonds in the absence of such withholding or deduction. If at any time the Issuer intends to cease paying such additional amounts it may do so by giving notice to the Bondholders and the Bond Trustee of its intention to do so with effect from the next Interest Payment Date.

11. PRESCRIPTION

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

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 8 (*Payments*) or any Talon which would be void pursuant to Condition 8 (*Payments*).

For the purposes of this Condition:

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

12. EVENTS OF DEFAULT AND ENFORCEMENT

12.1 Events of Default

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

- (a) if default is made in the payment of any principal or interest due in respect of the Bonds or any of them and the default continues for a period of seven days in the case of principal and fourteen days in the case of interest; or
- (b) if the Issuer fails to perform or observe any of its other obligations under, or in respect of, the Conditions or the Bond Trust Deed or if any representation given by the Issuer to the Bond Trustee in the Bond Trust Deed is found to be untrue, incorrect or misleading as at the time it was given and (except in any case where, in the opinion of the Bond Trustee, the failure or inaccuracy is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure or inaccuracy continues for the period of 30 days next following the service by the Bond Trustee on the Issuer of notice requiring the same to be remedied; or
- (c) (A) any other present or future indebtedness of the Issuer for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (B) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (C) the Issuer fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant

indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred equals or exceeds £10,000,000 or its equivalent in other currencies (as reasonably determined by the Bond Trustee); or

- (d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer save for the purposes of reorganisation on terms previously approved in writing by the Bond Trustee or by an Extraordinary Resolution; or
- (e) if the Issuer ceases or threatens to cease to carry on the whole or, in the opinion of the Bond Trustee, substantially all of its business, save for the purposes of reorganisation on terms previously approved in writing by the Bond Trustee or by an Extraordinary Resolution; or
- (f) if the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (g) if (A) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, liquidator, manager, administrator or other similar official, or an administrative or other receiver, liquidator, manager, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to all or substantially all of the Issuer's undertaking or assets, or an encumbrancer takes possession of all or substantially all of the Issuer's undertaking or assets, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against all or substantially all of the Issuer's undertaking or assets and (B) in any case (other than the appointment of an administrator) is not discharged within 14 days; or
- (h) if the Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (i) if it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Bonds, the Bond Trust Deed or the Loan Agreement.

12.2 Enforcement

The Bond Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) against or in relation to the Issuer as it may think fit to enforce the provisions of the Bond Trust Deed, the Bonds, the Coupons and/or any of the other Transaction Documents or otherwise, but it shall not be bound to take any such proceedings or other steps or action in relation to the Bond Trust Deed, the Bonds, the Coupons or any of the other Transaction Documents or otherwise unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in

writing by the holders of at least one-fourth in principal amount of the Bonds then outstanding and (ii) it shall have been secured and/or indemnified and/or pre-funded to its satisfaction.

The Bond Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Bond Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

No Bondholder, Couponholder or any Secured Party (other than the Bond Trustee) shall be entitled to (i) take any steps or action against the Issuer to enforce the performance of any of the provisions of the Bond Trust Deed, the Bonds, the Coupons or any of the other Transaction Documents or (ii) take any other action (including lodging an appeal in any proceedings) in respect of or concerning the Issuer, in each case unless the Bond Trustee, having become bound so to take any such steps, actions or proceedings, fails so to do within a reasonable period and the failure shall be continuing.

13. REPLACEMENT OF BONDS, COUPONS AND TALONS

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

14. EXCHANGE OF TALONS

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

15. NOTICES

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

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

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

16. SUBSTITUTION

The Bond Trust Deed contains provisions permitting the Bond Trustee to, subject to any required amendment of the Bond Trust Deed, without the consent of the Bondholders or the Couponholders or any Secured Party, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Bonds, the Coupons and the Bond Trust Deed of another company, industrial and provident society or other entity subject to:

- (a) the Bond Trustee being satisfied that the interests of the Bondholders will not be materially prejudiced by the substitution; and
- (b) certain other conditions set out in the Bond Trust Deed being complied with.

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

17. MEETINGS OF BONDHOLDERS, MODIFICATION AND WAIVER

17.1 Meetings of Bondholders

The Bond Trust Deed contains provisions for convening meetings of the Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Bonds, the Coupons or any of the provisions of the Bond Trust Deed (as more particularly described in the Bond Trust Deed). Such a meeting may be convened by the Issuer or the Bond Trustee and shall be convened by the Issuer if required in writing by Bondholders holding not less than ten per cent. in principal amount of the Bonds for the time being remaining outstanding (other than in respect of a meeting requested by Bondholders to discuss the financial position of the Issuer and the AmicusHorizon Group, which shall be requested in accordance with, and shall be subject to, Condition 6.2(c) (*Information Covenants*)). The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing in aggregate more than 50 per cent. in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented, except that at any meeting the business of which includes the any matter defined in the Bond Trust Deed as a Basic Terms Modification, including, *inter alia*, modifying the date of maturity of the Bonds or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Bonds or altering the currency of payment of the Bonds or the Coupons, the quorum shall be one or more persons holding or representing in aggregate not less than 75 per cent. in principal amount of the Bonds for the time being outstanding, or at any such adjourned meeting one or more persons holding or representing in aggregate not less than 25 per cent. in principal amount of the Bonds for the time being outstanding. The Bond Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Bond Trust Deed by a majority consisting of not less than 75 per cent. of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Bonds for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form

satisfactory to the Bond Trustee) by or on behalf of the holders of not less than 75 per cent. in principal amount of the Bonds for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Bondholders. An Extraordinary Resolution passed by the Bondholders shall be binding on all the Bondholders, whether or not (in the case of Extraordinary Resolutions passed at any meeting) they are present at any meeting and whether or not they voted on the resolution, and on all Couponholders.

17.2 Modification, Waiver, Authorisation and Determination

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

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

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Bond Trustee shall have regard to the general interests of the Bondholders (excluding the Issuer, for so long as it holds any Retained Bonds) as a class (but shall not have regard to any interests arising from circumstances particular to individual Bondholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Bondholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Bond Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer, the Bond Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Bondholders or Couponholders.

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

The Bond Trust Deed contains provisions for the indemnification of the Bond Trustee and for its relief from responsibility and liability towards the Issuer, the Bondholders and the Couponholders, including (i) provisions relieving it from taking action unless secured and/or indemnified and/or pre-funded to its satisfaction and (ii) provisions limiting or excluding its liability in certain circumstances. The Bond Trustee is exempted from any liability in respect of any loss, diminution in value or theft of all or any part of the Issuer Charged Property, from any obligation to insure all or any part of the Issuer Charged Property (including, in either such case, any documents evidencing, constituting or representing the same or transferring any rights, benefits and/or obligations thereunder), or to procure the same to be insured.

The Bond Trust Deed also contains provisions pursuant to which the Bond Trustee is entitled, *inter alia*, (a) to enter into or be interested in any contract or financial or other transaction or

arrangement with the Issuer or any other Transaction Party or any person or body corporate associated with the Issuer or any Transaction Party and (b) to accept or hold the trusteeship of any other trust deed constituting or securing any other securities issued by or relating to the Issuer or any Transaction Party or any such person or body corporate so associated or any other office of profit under the Issuer or any Transaction Party or any such person or body corporate so associated.

The Bond Trustee shall not be bound to take any step or action in connection with the Bond Trust Deed or the Bonds or obligations arising pursuant thereto or pursuant to the other Transaction Documents, where it is not satisfied that it is indemnified and/or secured and/or pre-funded against all its liabilities and costs incurred in connection with such step or action and may demand, prior to taking any such step or action, that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so as to indemnify it.

The Bond Trustee shall have no responsibility for the validity, sufficiency or enforceability of the Issuer Security. The Bond Trustee shall not be responsible for monitoring the compliance by any of the other Transaction Parties with their obligations under the Transaction Documents, and neither shall the Bond Trustee be responsible for monitoring the compliance by the Borrower or any of the other parties to the Fixed Charges and the Security Trust Deed of their obligations under the Fixed Charges, the Security Trust Deed or any other document.

19. FURTHER ISSUES

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

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

21. GOVERNING LAW

The Bond Trust Deed, the Loan Agreement, the Agency Agreement, the Account Agreement, the Bonds and the Coupons, and any non-contractual obligations or matters arising from or in connection with them, shall be governed by, and construed in accordance with, English law.

USE OF PROCEEDS

Subject as set out below, the net proceeds from the issue of the Bonds or, in the case of the Retained Bonds, the net proceeds of the sale of the Bonds to a third party (after deduction of expenses payable by the Issuer), will be advanced by the Issuer to the Borrower pursuant to the Loan Agreement to be applied in the achievement of the Borrower's objects (including, for the avoidance of doubt, the repayment of any existing indebtedness of the Borrower and any other amounts due and payable thereunder).

For so long as insufficient security has been granted by the Borrower in favour of the Issuer to permit the drawing of the Original Commitment in full, the Retained Proceeds shall (subject, in the case of any portion of the Original Commitment which is to be funded by a sale of Retained Bonds, to receipt by the Issuer of the net sale proceeds thereof) be retained in the Initial Cash Security Account in accordance with the terms of the Account Agreement and the Custody Agreement (and may be invested in Permitted Investments). For the avoidance of doubt, in the event that the Borrower has not drawn any part of the Original Commitment on the Issue Date, the Retained Proceeds at that date shall be the entire amount of the Original Commitment (less any amount which is to be funded by a sale of Retained Bonds). Any Retained Proceeds (and any net sale proceeds from a sale by the Issuer of Retained Bonds (less any Retained Bond Premium Amount)) shall be advanced to the Borrower at a later date pursuant to the Loan Agreement to the extent that Properties of a corresponding value have been charged in favour of the Issuer. In addition, in the event that any losses are made in respect of any Retained Proceeds which have been invested in Permitted Investments, each drawing to be made by the Issuer to the Borrower pursuant to the Loan Agreement shall be advanced at a discount in an amount equal to the Actual Advance Amount (as defined in the Loan Agreement).

DESCRIPTION OF THE LOAN AGREEMENT

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

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

Facility

Subject to the provisions of the bond loan agreement (the **Loan Agreement**) dated on or around the Issue Date between the Issuer, the Borrower and the Security Trustee, the Issuer shall commit to make a loan to the Borrower in the principal amount of £150,000,000 (the **Original Commitment** and, together with any further commitments, the **Commitment**). The **Loan** is the principal amount of the Commitment that has been advanced to the Borrower or the outstanding balance thereof.

The Original Commitment may be drawn in one or more drawings and the maximum principal amount of each drawing shall be an amount which corresponds to the Minimum Value of the Initial Properties and any Additional Properties which have, on or before the date of such drawing, been charged in favour of the Security Trustee, for the benefit of the Issuer, less such amount of the Original Commitment which has previously been drawn. The initial drawing of the Original Commitment shall be advanced at a discount in an amount equal to the principal amount of such drawing multiplied by the Issue Price of the Bonds (and, for the avoidance of doubt, the difference between the principal amount of such drawing and the actual advance amount thereof shall be ignored in determining the amount of the Loan and, *inter alia*, the calculation of interest, principal and premium payments payable in respect thereon). The Original Commitment may not be drawn until the Borrower has satisfied the conditions set out in Clause 2(c) (*Facility*) of the Loan Agreement in connection with the Initial Properties in respect of the first drawing and the conditions set out in Clause 10.1 (*Additional Properties*) of the Loan Agreement in respect of any subsequent drawings of amounts of the Original Commitment which exceed the Minimum Value of the Initial Properties. In addition, each of the Issuer and the Borrower have acknowledged that any drawing of the Original Commitment shall be subject to the Security Trustee confirming that the relevant amount of Properties (based solely on the relevant Valuation Report provided to it) have been charged in favour of the Security Trustee, for the benefit of the Issuer, to its satisfaction and, in respect of any part of the Original Commitment which is to be funded by the Issuer by a sale of Retained Bonds, to receipt by the Issuer of the net sale proceeds thereof.

The Borrower has acknowledged that the Issuer may invest all or any part of the Retained Proceeds in Permitted Investments in accordance with the Custody Agreement and that, as a result of (i) any losses made by the Issuer in respect of such Permitted Investments and/or (ii) any issue or sale of Bonds by the Issuer made at a discount to the principal amount of such Bonds, the amount of Retained Proceeds held by the Issuer, at the time of any drawdown request, may be less than the Undrawn Commitment which is to be funded from such Retained Proceeds. In such circumstances, each drawing to be funded from the Retained Proceeds shall be advanced at a discount in an amount equal to the Actual Advance Amount.

For this purpose, **Actual Advance Amount** means, in respect of each drawing funded from Retained Proceeds, the principal amount of such drawing multiplied by the result of dividing (i) the amount of Retained Proceeds held by the Issuer at the time of the drawdown request (for the avoidance of doubt, excluding any Permitted Investment Profit) by (ii) the Undrawn Commitment which is to be funded from such Retained Proceeds.

For the avoidance of doubt:

- (a) the Borrower shall not be required to monitor the market value of any Permitted Investments;
- (b) any difference between the principal amount of a drawing and the relevant Actual Advance Amount shall be ignored in determining the amount of the Loan and, *inter alia*, the calculation of interest, principal and premium payments payable in respect thereon; and
- (c) any income received by the Issuer in respect of Permitted Investments shall not be credited to the Initial Cash Security Account but shall instead be credited to the Transaction Account in accordance with the Account Agreement.

The Issuer and the Borrower have agreed that:

- (a) where the Issuer is required to sell any Permitted Investments to fund a drawing under the Loan Agreement and such sale results in a Permitted Investment Profit, such drawing shall be advanced at the principal amount requested and the Issuer may (but is not obliged to) make a gift aid payment to a Charitable Group Member in an amount no greater than the Permitted Investment Profit; and
- (b) immediately prior to the end of each accounting period, to the extent that the Issuer would otherwise be required to recognise a profit for tax purposes in respect of its Permitted Investments and/or Retained Bonds as a result of the movement in the fair value recognised in its accounts of such Permitted Investments and/or Retained Bonds for that accounting period, the Issuer shall sell Permitted Investments in an aggregate amount equal to (i) the amount required to offset or discharge any corporation tax liability (either by the payment of such corporation tax liability or by making a gift aid payment to a Charitable Group Member equal to the Accounting Profit Offset Amount or a combination thereof) in respect of the Accounting Profit less (ii) any retained profits of the Issuer (which, for the avoidance of doubt, does not include any amounts required to meet any payment obligations of the Issuer under the Conditions or any Transaction Documents) available to the Issuer (after all taxes thereon have been paid) and which it intends to apply in respect of such gift aid payment and/or corporation tax liability. In the same accounting period or, where the Issuer makes a valid claim under section 199 of the Corporation Tax Act 2010, within nine months of the end of that accounting period, the Issuer will (if applicable) make a gift aid payment to a Charitable Group Member in an amount equal to the Accounting Profit Offset Amount.

The Issuer and the Borrower have also agreed that, upon a sale (if any) of the Retained Bonds by the Issuer:

- (a) in the event that such sale produces a Retained Bond Premium Amount, the Issuer may (but is not obliged to) make a gift aid payment to a Charitable Group Member in an amount no greater than the Retained Bond Premium Amount and, for the avoidance of doubt, where the Issuer is required to sell such Retained Bonds to directly fund a drawing under the Loan Agreement, such drawing shall be advanced at the principal amount requested; and
- (b) where the Issuer is required to sell any Retained Bonds to directly fund a drawing under the Loan Agreement and such sale is made at a discount to the principal amount of such Retained Bonds, such drawing shall be advanced at a discount in an amount equal to the Retained Bond Actual Advance Amount.

For this purpose, **Retained Bond Actual Advance Amount** means, in relation to each drawing under the Loan Agreement which is funded directly by a sale of Retained Bonds, the principal amount of

such drawing multiplied by the result of dividing (i) the net proceeds of sale of such Retained Bonds by (ii) the principal amount of such Retained Bonds.

For the avoidance of doubt:

- (a) the Borrower shall not be required to monitor the market value of any Retained Bonds; and
- (b) any difference between the principal amount of a drawing and the relevant Retained Bond Actual Advance Amount shall be ignored in determining the amount of the Loan and, *inter alia*, the calculation of interest, principal and premium payments payable in respect thereon.

The Borrower has agreed that, where the Issuer is required to sell any Retained Bonds in order to fund a drawdown request, the Issuer's obligations to fund such drawdown will be subject to the ability of the Issuer to sell such Retained Bonds to a third party.

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

Subject to the conditions precedent set out in Clause 4.2 (*Conditions to the Making of Further Commitments*) of the Loan Agreement, the Issuer may make further commitments to the Borrower, each in an amount to be agreed between the Issuer, the Borrower and the Security Trustee, following the issuance of further bonds pursuant to Condition 19 (*Further Issues*).

Purpose

The proceeds of the Loan may only be used by the Borrower in accordance with the Borrower's objects, as permitted by its Rules.

Interest

Rate of Interest

Following its advance, the Loan will carry interest from (and including) 13th March, 2012 at the rate of 5.25 per cent. per annum, payable in arrear by equal half yearly instalments on each Loan Payment Date (being four Business Days prior to each Interest Payment Date).

Interest Periods

Notwithstanding the fact that interest is payable on each Loan Payment Date, interest will accrue daily on the Loan from (and including) an Interest Payment Date (or, in the case of the first interest period of the Loan, 13th March, 2012) to (but excluding) the immediately following Interest Payment Date (each, a **Loan Interest Period**).

Commitment Fee

The Borrower shall pay to the Issuer a commitment fee in respect of the Undrawn Commitment on each Loan Payment Date in an amount, as determined by the Issuer, representing the aggregate of the interest payable by the Issuer under the Bonds on the following Interest Payment Date less (a) the aggregate of the interest received by the Issuer under the Loan Agreement on such Loan Payment Date; and (b) the interest otherwise received by the Issuer in respect of the Retained Proceeds in the

relevant Loan Interest Period (including, but not limited to, any income received by the Issuer in respect of any Permitted Investments in which any Retained Proceeds are, for the time being, invested). The commitment fee shall accrue on a daily basis.

Repayment, Purchase and Prepayment

Repayment

The Borrower must repay the Loan in full four Business Days prior to the Interest Payment Date in March 2043 (the **Loan Maturity Date**).

Bond Purchase Option

The Borrower or any other member of the AmicusHorizon Group may at any time purchase Bonds on the London Stock Exchange, by tender (available to all Bondholders alike) or by private treaty at any price. Following any such purchase, the Borrower or the relevant member of the AmicusHorizon Group, as the case may be, must surrender the Bonds to the Issuer to be cancelled. An amount of the outstanding balance of the Loan equal to the outstanding balance of the Bonds surrendered shall be deemed to be prepaid (or, to the extent that no Loan is then outstanding, then an amount of the Undrawn Commitment equal to the outstanding balance of the Bonds surrendered shall be deemed to be cancelled for the purposes of the Loan Agreement and a corresponding portion of the Retained Proceeds shall be paid by the Issuer to the Borrower or the relevant member of the AmicusHorizon Group, as the case may be).

Optional Prepayment

Pursuant to Clause 5.3 (*Optional Prepayment*) of the Loan Agreement, the Borrower may, at any time on or after the Final Retained Bond Disposal Date and before the Loan Maturity Date, by giving not less than 45 nor more than 60 days' notice in writing to the Issuer and the Security Trustee, prepay the whole or (as the case may be) any part of the outstanding balance of the Loan, together with any interest accrued up to and including the date of prepayment and the relevant Prepayment Premium (being, for so long as any Bonds are outstanding, an amount equal to the excess of the amount notified to the Borrower by the Issuer as being the price determined under the Bond Trust Deed for the redemption of a corresponding principal amount of the Bonds over par).

Mandatory Prepayment – Redemption of Bonds

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

Mandatory Prepayment – Cancellation of Status

Pursuant to Clause 5.6 (*Mandatory Prepayment – Cancellation of Status*) of the Loan Agreement, the Borrower shall promptly notify the Issuer and the Security Trustee if it ceases to be a Registered Provider of Social Housing. Within 180 days of such notification, the Borrower shall prepay the whole of the outstanding balance of the Loan, together with any interest and commitment fee accrued up to and including the date of prepayment, provided, however, that if the Borrower regains its status as a Registered Provider of Social Housing within such period of 180 days, the Borrower shall no longer be required to prepay the Loan in accordance with the above-mentioned Clause 5.6 (*Mandatory Prepayment – Cancellation of Status*).

A **Registered Provider of Social Housing** is defined for the purpose of the Loan Agreement as meaning a person listed in the register of providers of social housing established under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (as amended from time to time) or any replacement or successor legislation thereto.

Redemption of Bonds – Further Payment in Respect of Retained Proceeds Par Amount

In the event that the Borrower elects to, or is otherwise required to, prepay the whole of the outstanding balance of the Loan and the Issuer is required to notify the Borrower of the price determined under the Conditions for the redemption of a corresponding principal amount of the Bonds, then the Issuer shall be entitled to also take account of the redemption of such principal amount of the Bonds that shall correspond to the Retained Proceeds Par Amount (being an amount equal to the Retained Proceeds including, where any Retained Proceeds are invested in Permitted Investments, the purchase price of the relevant Permitted Investments and ignoring, for these purposes, any increase or decrease in such Retained Proceeds as a result of gains or losses in respect of such Permitted Investments and/or any discount on a sale of Retained Bonds by the Issuer), and the price notified to the Borrower shall be increased accordingly.

Warranties and Covenants

The Borrower will make various warranties and covenants pursuant to Clause 8 (*Warranties and Covenants by the Borrower*) of the Loan Agreement. These warranties and covenants include, *inter alia*, the following:

Information Covenants

The Borrower must supply to the Issuer and the Security Trustee not later than 180 days after the end of each relevant financial year: (i) copies of the consolidated audited financial statements of the Borrower for such financial year; and (ii) a certificate setting out, among other things, calculations in respect of the asset cover ratio substantially in the form set out in Schedule 2 to the Loan Agreement (the **Compliance Certificate**) signed by two Authorised Signatories of the Borrower.

The Borrower must, following receipt of a notice from the Issuer stating that it intends to sell any Retained Bonds, supply to the Issuer and the Bond Trustee not later than three Business Days prior to the date of such sale, a certificate setting out, among other things, calculations in respect of the asset cover ratio substantially in the form set out in Schedule 8 to the Loan Agreement (the **Retained Bond Compliance Certificate**) signed by two Authorised Signatories of the Borrower confirming whether, immediately following such sale, the Borrower will be in compliance with the Asset Cover Test.

Negative Pledge

The Borrower shall not create or allow to exist any Security Interest on any of its assets which are Security Assets, except as set out in Clause 8.2(c) (*Negative Pledge*) of the Loan Agreement which includes the Security Interests created pursuant to, *inter alia*, the Security Trust Deed and the Fixed Charges and any Security Interests created with the prior written consent of the Issuer or by operation of law.

Charged Properties

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

Covenants

The Borrower shall (unless the Security Trustee otherwise agrees in writing) comply with any covenants or restrictive covenants relating to a Charged Property which are binding on it.

Asset Cover Ratio

Pursuant to Clause 9 (*Asset Cover Ratio*) of the Loan Agreement the Borrower shall procure that at all times the sum of:

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

will not be less than (i) the aggregate amount of the Outstanding Commitment, minus (ii) the amount of the Undrawn Commitment which is to be funded by a future sale of the Retained Bonds, provided however, that from and including the Final Charging Date, the Retained Proceeds Par Amount shall be deemed to be zero for the purpose of determining the Borrower's compliance with the Asset Cover Test.

Interpretation

For these purposes:

Additional Properties means any Properties (other than the Initial Properties) which have been charged in favour of the Security Trustee, for the benefit of the Issuer, for the purpose of providing underlying security for the Bonds;

Allocated Properties means the assets, rights and property of the Borrower mortgaged and/or charged and/or assigned pursuant to any Security Documents which have been allocated as security for all monies, liabilities and obligations whatsoever (present or future, actual or contingent whether sole or joint) payable, owing, due or incurred by the Borrower to the Issuer under the Loan Agreement;

Final Charging Date means six months after the Issue Date;

Initial Properties means the Properties which, as at the Issue Date, will have been charged in favour of the Security Trustee, for the benefit of the Issuer, and are set out in Schedule 9 (*Initial Properties in Respect of the Original Commitment*) to the Loan Agreement;

Minimum Value means:

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

where:

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

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

The Properties forming part of the Issuer's Allocated Properties shall each be treated as EUV-SH Charged Properties for the purpose of determining the Minimum Value unless and until a Value, determined on the basis of MV-ST, is given by a Valuer in respect of any such Property and the Valuer has confirmed that it has reviewed a Certificate of Title in respect of such Property certifying that it may be disposed of by the Borrower on an unfettered basis (meaning subject only to any existing tenancies disclosed in the Certificate of Title but not subject to any security interest, option or other encumbrance or to any restriction preventing or restricting its sale to, or use by, any person for residential use);

Outstanding Balance means at any time, in relation to the Loan made under the Loan Agreement, the initial principal amount of such Loan less the aggregate of all amounts of principal paid or deemed to be paid by the Borrower prior to such time (for the avoidance of doubt, ignoring for this purpose any amount of prepayment premium);

Outstanding Commitment means, at any time, the sum of the Outstanding Balance of the Loan at such time and the Undrawn Commitment;

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

Retained Proceeds Par Amount means an amount equal to the Retained Proceeds at the time of calculation and, for this purpose, (a) where any Retained Proceeds are at that time invested in Permitted Investments, the amount of such Retained Proceeds shall be taken as the purchase price of the relevant Permitted Investments ignoring any gains or losses in respect of those Permitted Investments since the date of purchase, and (b) where the source of any Retained Proceeds is the net sale proceeds of any Retained Bonds which were sold at a discount, the amount of such Retained Proceeds shall be taken as the principal amount of such Retained Bonds;

Undrawn Commitment means, at any time, the Commitment which has not been advanced to the Borrower or previously cancelled pursuant to Clauses 2(k) or 5.2 of the Loan Agreement; and

Value means, at any time and in relation to the Charged Properties, the value of those properties as shown in the then latest Valuation Report or Desk Top Valuation on the basis of EUV-SH or, as the case may be, MV-ST (provided that if any Charged Property or part thereof is sold pursuant to a Right to Buy, the Value of the relevant Charged Property, for the purposes of this definition and with effect from the date of the relevant sale or release, shall be zero (if the entire relevant Charged Property has been sold) or (if only part of the relevant Charged Property has been sold) shall be the proportion of the value of the Charged Property which has not been sold pursuant to the relevant Right to Buy).

Substitution and Release of Charged Properties and Statutory Disposals

Substitution

At the request and expense of the Borrower, the Security Trustee shall (subject to receiving an amended Allocated Properties Schedule from the Borrower and the Issuer in accordance with the Security Trust Deed) release from the relevant Security Documents (and reallocate, if applicable) such Properties forming part of the Issuer's Allocated Properties and substitute such of the Properties (each, a **Substitute Property**) as may be selected by the Borrower, provided that the Borrower satisfies the conditions precedent specified in Clause 10.2 (*Substitution of Charged Properties*) of the Loan Agreement in relation to the Substitute Properties. Such conditions precedent include, *inter alia*, a completed Substitute Property Certificate certifying, *inter alia*, that the relevant Substitute Property is a residential property of a type and nature that is usually owned by Registered Providers of Social

Housing and that, immediately following such release (and reallocation, if applicable), the Asset Cover Test will not be breached as a result of the substitution of the relevant Properties, Valuation Reports in respect of each Substitute Property and a Certificate of Title in respect of the Substitute Properties.

Disposal Proceeds

Pending the acquisition of any proposed Substitute Property by the Borrower, the Borrower may deposit the proceeds of disposal of the relevant Charged Properties which are released from charge under the Security Trust Deed into the Disposal Proceeds Account of the Issuer for the purpose of maintaining the Asset Cover Test (for the avoidance of doubt, the Borrower shall not be required to monitor the market value of any Permitted Investments). The Charged Disposal Proceeds may be withdrawn from the Disposal Proceeds Account (a) to be applied by the Borrower (provided, for the avoidance of doubt, that the Borrower continues, at such time, to be a Registered Provider of Social Housing) in the acquisition of a Substitute Property or (b) to the extent that such withdrawal would not cause a breach of the Asset Cover Test.

Notwithstanding the above, the Borrower may, at any time, deposit, or arrange for the deposit of, any other money into the Disposal Proceeds Account for the purposes of satisfying the Asset Cover Test.

The Borrower has acknowledged that the money standing to the credit of the Disposal Proceeds Account shall be charged in favour of the Bond Trustee pursuant to the terms of the Bond Trust Deed.

The Borrower has also acknowledged that the Issuer may invest all or any part of the Charged Disposal Proceeds in Permitted Investments in accordance with the Custody Agreement and that, as a result of any gains or losses made by the Issuer in respect of such Permitted Investments and any income received thereon (which shall, for the avoidance of doubt, be credited to the Disposal Proceeds Account), the amount of such Charged Disposal Proceeds may be greater or less than the amount deposited in the Disposal Proceeds Account by the Borrower. The Borrower has acknowledged that it shall not have any recourse to the Issuer in respect of any losses realised by the Issuer in respect of the Charged Disposal Proceeds as a result of investment in any Permitted Investments.

Following the redemption in full of the Bonds, the Issuer shall return any amount standing to the credit of the Disposal Proceeds Account to the Borrower, to the extent that such balance has not otherwise been applied in accordance with the terms of the Bond Trust Deed.

Release and reallocation

At the request and expense of the Borrower, the Security Trustee shall release (subject to receiving an amended Allocated Properties Schedule from the Borrower and the Issuer in accordance with the Security Trust Deed) from the relevant Security Documents (and reallocate, if applicable) such Properties forming part of the Issuer's Allocated Properties as may be selected by the Borrower provided that the Borrower delivers to the Issuer and the Security Trustee a completed Property Release Certificate, certifying that, immediately following such release (and reallocation, if applicable), the Asset Cover Test will not be breached as a result of the release (and reallocation, if applicable) of such part of the Issuer's Allocated Properties.

Statutory Disposals

The Borrower shall have the right to withdraw Property from the Issuer's Allocated Properties pursuant to any Statutory Disposal and the Borrower shall deliver to the Issuer and the Security Trustee, as soon as reasonably practicable after it has received notice of such Statutory Disposal, a

completed Statutory Disposal Certificate, certifying that the relevant withdrawal relates to a Statutory Disposal.

Additional Properties

Pursuant to Clause 5.1 (*Charged Properties Documents*) of the Security Trust Deed (see "*Additional Security*" below), on or prior to creating a Fixed Charge in respect of any Property for the benefit of the Issuer, the Borrower must, in respect of such security, provide the conditions precedent documents specified in Schedule 1 Part A of the Security Trust Deed. In addition, pursuant to the Loan Agreement, the Borrower must provide a completed Additional Property Certificate confirming that, *inter alia*, the proposed Additional Properties are residential properties of a type and nature that are usually owned by Registered Providers of Social Housing, Valuation Reports in respect of each Additional Property and a Certificate of Title in respect of each tranche of Additional Properties charged.

Valuations

Full Valuations

The Borrower shall deliver a Valuation Report to the Issuer and the Security Trustee within 60 days of 31st March, 2017 and thereafter within 60 days of each consecutive fifth anniversary of such date in accordance with Clause 11.1 (*Full Valuations*) of the Loan Agreement.

Desk Top Valuations

The Borrower shall deliver to the Issuer and the Security Trustee a Desk Top Valuation (being a valuation prepared by a Valuer on a "desk-top" basis) in the period between 31st March and the date falling 120 days thereafter in each year other than a year in respect of which a Valuation Report is required to be delivered under Clause 11.1 (*Full Valuations*) of the Loan Agreement. The first Desk Top Valuation shall be delivered in 2013.

Loan Events of Default and Enforcement

Borrower Default

Each of the following (set out in more detail in Clause 13 (*Borrower Default*) of the Loan Agreement) is a **Borrower Default**:

- (a) ***Non-payment***: The Borrower does not pay on the due date any amount payable by it under the Finance Documents in the manner required under the Finance Documents, unless the non-payment continues for a period of not more than seven days in the case of principal and not more than 14 days in the case of interest.
- (b) ***Breach of other obligations***: The Borrower fails to perform or observe any of its obligations under the Finance Documents (other than as referred to in (a) above and (j) below) and (except in any case where, in the opinion of the Security Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by the Security Trustee on the Borrower of notice requiring the same to be remedied.
- (c) ***Other non-payment***: (A) Any other present or future indebtedness of the Borrower for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual default, event of default or the like (howsoever described), or (B) any such indebtedness is not paid when due or, as the case may be, within any originally

applicable grace period, or (C) the Borrower fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned in (A), (B) or (C) above in this paragraph (c) have occurred equals or exceeds £10,000,000 or its equivalent in other currencies (as reasonably determined by the Security Trustee) (and provided further, for the avoidance of doubt, that the amounts mentioned in this paragraph (c) shall exclude the amount of any Public Sector Subsidy except for any Public Sector Subsidy which is or becomes due and payable to the relevant grant making body or organisation).

- (d) **Enforcement Event:** An Enforcement Event occurs under a Relevant Document.
- (e) **Winding-up:** Any order is made by any competent court or resolution passed for the winding up or dissolution of the Borrower save for the purposes of a Permitted Reorganisation or a reorganisation on terms previously approved in writing by the Security Trustee.
- (f) **Cessation of Business:** The Borrower ceases or threatens to cease to carry on the whole or, as determined by the Security Trustee, substantially the whole of its business, save for the purposes of a Permitted Reorganisation or a reorganisation on terms previously approved in writing by the Security Trustee.
- (g) **Failure or inability to pay debts:** The Borrower stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent.
- (h) **Insolvency:** Any of the insolvency related events occurs or proceedings are taken as referred to in Clause 13.9 (*Insolvency*) or Clause 13.10 (*Insolvency Proceedings*) of the Loan Agreement, respectively (which exclude any Permitted Reorganisation or reorganisation on terms previously approved in writing by the Security Trustee).
- (i) **Unlawfulness:** It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents.
- (j) **Breach of Asset Cover Test:** The Borrower fails to perform its obligations under Clause 9 (*Asset Cover Ratio*) of the Loan Agreement and (except in any case where, in the opinion of the Security Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 60 days next following the service by the Security Trustee on the Borrower of notice requiring the same to be remedied.

For these purposes, **Permitted Reorganisation** means any amalgamation, merger, consolidation or transfer of engagements (whether entering into or acceptance thereof) of the whole of the Borrower's property (including, for the avoidance of doubt, any statutory procedure as provided for under the Industrial and Provident Societies Act 1965) made between the Borrower (**Party A**) and any other entity (**Party B**) provided that (i) any new amalgamated entity to be created as a result thereof will be a Registered Provider of Social Housing; (ii) following any such amalgamation, merger, consolidation or transfer of engagements in respect of which the property of Party A (including, for the avoidance of doubt, any liabilities) shall become vested in Party B or a new amalgamated entity, Party B or such new amalgamated entity will thereafter be responsible for all the liabilities of Party A pursuant to the Industrial and Provident Societies Act 1965; and (iii) a certificate executed by an authorised signatory of Party A or Party B confirming the above is provided to the Bond Trustee.

Obligation to Notify the Issuer and the Security Trustee

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

Borrower Default Notice

Following the occurrence of a Borrower Default (but in the case of the happening of any of the events described in paragraphs (b) (*Breach of other obligations*), (c) (*Other non-payment*) and (i) (*Unlawfulness*) above, only if the Security Trustee shall have certified in writing to the Borrower that such event is, in its opinion, materially prejudicial to the interests of the Issuer), the Issuer may declare by notice to the Borrower either:

- (a) that the security for the Loan has become, whereupon the security for the Loan shall become, immediately enforceable (and the Issuer shall notify the Security Trustee of the same in accordance with the Security Trust Deed); and/or
- (b) (irrespective of whether a notice to the effect set out in (a) shall have already been given) that the Loan has become due and repayable, whereupon that Loan shall become immediately due and repayable at the outstanding balance thereof together with accrued interest, premium (if any) and any other amounts and the security therefor shall become immediately enforceable.

Enforcement

If the security constituted under any Security Documents for the benefit of the Issuer becomes enforceable as a result of the service of a notice pursuant to Clause 13.14 (*Borrower Default Notice*) of the Loan Agreement, then the Security Trustee or any Receiver (where appropriate) shall hold the monies arising from any sale, calling in, collection or conversion under, or otherwise arising from the exercise of, the powers of conversion contained in the Security Documents after the security has become enforceable upon trust to apply the same:

- (a) first, in payment or retention of all costs, charges, expenses and liabilities incurred in or about the exercise of such powers or otherwise in accordance with the Security Documents and payments made by the Security Trustee, any Appointee or any Receiver in accordance with the Security Documents and of all remuneration payable to the Security Trustee, any Appointee or any Receiver in accordance with the Security Documents with interest thereon as provided in the Security Documents;
- (b) second, in or towards payment to the Issuer of all interest then due and remaining unpaid on the Loan and all commitment fees then due and remaining unpaid;
- (c) third, in or towards payment to the Issuer of all principal and premium (if any) then due and remaining unpaid in respect of the Loan; and
- (d) fourth, in or towards payment to the Issuer of all other amounts then due and remaining unpaid under the Loan Agreement.

Taxes

The Borrower must make all payments to be made by it to the Issuer under, *inter alia*, the Loan Agreement, the Fixed Charges and the Security Trust Deed, without any deduction or withholding for or on account of tax, unless a deduction or withholding is required by law.

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

If, as a result of any actual or proposed change in tax law, the Issuer determines (in its reasonable commercial judgement) that it would on the next following Interest Payment Date be required to make a withholding or deduction in respect of payments to be made by the Issuer to the Bondholders pursuant to the Conditions, the Borrower may (but, for the avoidance of doubt, shall not be obliged to), in its sole discretion, pay to the Issuer such additional amounts as will enable the Issuer (after such withholding or deduction) to pay to the Bondholders the amounts of principal and interest which they would have received in respect of the Bonds in the absence of such withholding or deduction. The Borrower shall continue to pay such additional amounts to the Issuer unless and until the Borrower delivers to the Issuer a notice stating that it shall cease to make such additional payments with effect from the next following Interest Payment Date.

Governing Law

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

DESCRIPTION OF THE FIXED CHARGES AND THE SECURITY TRUST DEED

The Issuer's obligations in respect of the Bonds are secured pursuant to the Bond Trust Deed in favour of the Bond Trustee for the benefit of itself and the Bondholders and the other Secured Parties by the Issuer Security, which includes an assignment by way of security of the Issuer's rights, title and interest arising under the Fixed Charges and the Security Trust Deed.

The following description of the Fixed Charges and the Security Trust Deed consists of a summary of certain provisions of the Fixed Charges and the Security Trust Deed and is qualified by reference to the detailed provisions thereof. The Fixed Charges and the Security Trust Deed are not, however, incorporated by reference into, and therefore do not form part of, this Prospectus.

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

FIXED CHARGES

The Borrower has, in relation to the Initial Properties, entered into a Fixed Charge dated 13th March, 2012, and shall, in relation to any additional properties to be charged as underlying security for the Bonds, enter into further Fixed Charges substantially in the form set out in the Security Trust Deed (together, the **Fixed Charges**).

Fixed Legal Mortgage and Charge

Pursuant to the Fixed Charges, the Borrower charges in favour of the Security Trustee as security trustee and trustee for, *inter alios*, the Issuer with full title guarantee for the payment and discharge of the Secured Liabilities by way of first fixed charge (which so far as it relates to land in England and Wales the legal title to which is vested in the Borrower at the date of the Fixed Charge will be a charge by way of legal mortgage) all the Borrower's right, title and interest from time to time in, to and under each of the following present and future assets:

- (a) the Real Property;
- (b) all rents receivable from any lease granted out of any Real Property and the benefit of all guarantees, indemnities, rent deposits, agreements, undertakings and warranties relating to the same;
- (c) all furniture, furnishings, tools, vehicles, computers, computer software and hardware and office and other equipment and other chattels belonging to the Borrower and the benefit of all contracts, licences and warranties relating to the same;
- (d) the benefit of all licences, consents and authorisations (statutory or otherwise) held or utilised by the Borrower in connection with the Charged Assets or the use of any of the Charged Assets;
- (e) all its rights and interests in and claims under the Insurances issued in relation to the Charged Assets; and
- (f) if and in so far as the legal mortgages in relation to the assets set forth in clause (a) above or the assignments set out in the section entitled "*Assignment*" below shall for any reason be ineffective as legal mortgages or assignments, the assets referred to in those clauses.

Assignment

Pursuant to each Fixed Charge, the Borrower assigns and agrees to assign by way of security to the Security Trustee as security trustee and trustee for, *inter alios*, the Issuer with full title guarantee (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)) for the payment and discharge of the Secured Liabilities, all the Borrower's right, title and interest from time to time in, to and under each of the following present and future assets:

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

Following the occurrence of an Enforcement Event which is continuing unremedied or unwaived, the Borrower shall deliver to the Security Trustee (or procure delivery of) a Notice of Assignment duly

executed by, or on behalf of, the Borrower in respect of any asset which is the subject of such an assignment promptly upon the request of the Security Trustee from time to time and in each case shall use all reasonable endeavours to procure that each such Notice of Assignment is acknowledged by the obligor or debtor specified by the Security Trustee (substantially in the form attached to such Notice of Assignment).

Representations, Warranties and Undertakings

The Borrower makes various representations in respect of the Real Property including as to ownership, planning permission, covenants and security interests. In addition, the Borrower undertakes to, *inter alia*, repair, insure, pay taxes in respect of and comply with all leases in respect of, the Real Property.

Enforcement of Security

Each Fixed Charge provides, or will provide, that the security constituted by such Fixed Charge shall become immediately enforceable upon and after an Enforcement Event has occurred and is continuing and the Security Trustee may enforce all or any part of such security (at the times, in the manner and on the terms it thinks fit).

Pursuant to the Fixed Charges, the Borrower will indemnify, *inter alios*, the Security Trustee against, *inter alia*, any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of the exercise or purported exercise of any of the rights and powers conferred on it by the Fixed Charges.

Governing Law

Each Fixed Charge and any non-contractual obligations arising out of or in connection with it are, or will be, governed by and construed in accordance with the laws of England and Wales.

SECURITY TRUST DEED

The benefit of the security created by the Borrower pursuant to the Fixed Charges shall be held by the Security Trustee on trust for the benefit of itself and, *inter alios*, the Issuer on the terms of the Security Trust Deed.

The Security

Apportionment of Security Assets

The Security Trust Deed provides that the Borrower and, in the case of the Loan Agreement, the Issuer shall schedule and agree the allocation of properties which shall comprise the Issuer's Allocated Properties in respect of the Loan Agreement. All properties which are not Allocated Properties shall form the Unallocated Properties.

Additional Security

Pursuant to Clause 5.1 (*Charged Properties Documents*) of the Security Trust Deed, on each occasion on which the Borrower is to enter into any Fixed Charge, the Borrower shall have previously delivered to the Security Trustee (in form and substance satisfactory to the Issuer (who shall confirm its satisfaction to the Security Trustee) and the Security Trustee (in its absolute discretion)) all the documentation relating thereto as set out therein. The Security Trustee shall owe no duty of care to the Issuer in connection with the form or substance of any such document.

Release and Reallocation of Security

Pursuant to the terms of the Security Trust Deed, the Borrower and the Issuer may agree to amend the Issuer's Allocated Properties by either removing Allocated Properties or by allocating any Unallocated Properties as the Issuer's Allocated Properties by, *inter alia*, delivering an amended Allocated Properties Schedule signed by the Borrower and the Issuer to the Security Trustee.

Any such release or reallocation will be subject to the requirements set out in the Loan Agreement (see "*Description of the Loan Agreement*" above).

Application of Proceeds

The Security Trustee will, upon the enforcement of any of the security constituted by or pursuant to any of the Security Documents, and after satisfying claims which at law rank in priority to sums owing under or in respect of any of the Relevant Documents, apply:

- (a) all Proceeds from each pool of Allocated Properties and related Security Assets and any Affected Portion of the Unallocated Properties allocated to the Relevant Beneficiary, and all money derived therefrom in the following order:
 - (i) first, in or towards payment of all Trustee Costs, provided that:
 - (A) where those Trustee Costs are directly attributable to the enforcement of the Rights over that pool of Allocated Properties, such Proceeds shall be applied in an amount equal to the amount specified in a certificate of the Security Trustee, receiver, attorney or agent; or
 - (B) where those Trustee Costs are not attributable in that way but are related to the Relevant Documents or the Security Assets as a whole, such Proceeds shall be applied in an amount in relation to each pool of Allocated Properties equivalent to the Relevant Proportion of all such costs, charges, expenses and liabilities; and
 - (ii) second, in relation to the Relevant Liabilities of the Borrower to a Beneficiary in respect of which, at the relevant time, that pool of Allocated Properties is allocated, to be applied in payment to the relevant Beneficiary to apply in accordance with the provisions of such Relevant Document; and
- (b) all Proceeds from (i) any Allocated Properties to the extent that the Relevant Liabilities of the Relevant Beneficiary have been paid in full or satisfied and (ii) from the Unallocated Properties (if any), other than any Affected Portion and all money derived therefrom in the following order:
 - (i) first, to the extent not recovered under paragraph (i) of (a) above, in or towards payment pro rata of all Trustee Costs; and
 - (ii) second, to the extent not recovered under paragraph (ii) of (a) above, in or towards payment pro rata of any Relevant Liabilities owed to any Beneficiary.

In addition to other discretions and duties provided in the Security Trust Deed, the Security Trustee shall:

- (a) as soon as reasonably practicable, send to the Issuer details of each communication received by it from the Borrower under the Security Trust Deed or any of the Security Documents or

the Ancillary Documents in relation to any Property that is part of the Issuer's Allocated Properties provided that the Security Trustee shall not be obliged to report more frequently than quarterly in relation to changes to the Security Register and matters required to be recorded on the Security Register;

- (b) as soon as reasonably practicable, promptly inform the Issuer of any matter of which it (in its capacity as Security Trustee) or any of its agents (acting in that capacity) becomes aware which affects the Allocated Properties of the Issuer (including without limitation any disposal or Security Interest affecting or attaching to the Issuer's Allocated Properties by operation of law and/or notified by the Land Registry); and
- (c) save as otherwise expressly provided in the Security Trust Deed or any of the Security Documents or the Ancillary Documents, in granting any consent or waiver or exercising any power, trust, authority or discretion hereby vested in it, act as it, in its absolute discretion, shall think fit, in which case it shall be in no way responsible for any loss, costs, damages or expenses which may result from the exercise or non exercise thereof save in the case of breach of trust caused by its own gross negligence, wilful default or fraud.

Enforcement of Security

Pursuant to Clause 9.1 of the Security Trust Deed, the Security Trustee shall only be required to take action to enforce or protect the security created by, or rights arising under, the Loan Agreement if instructed to do so by the Issuer (and then only if it has been indemnified and/or secured to its satisfaction).

In respect of instructions given by the Issuer, the Issuer has assigned its rights under, *inter alia*, the Security Trust Deed and the Fixed Charges to the Bond Trustee and, pursuant to Condition 6.3, has covenanted not to take any action or direct the Security Trustee to take any action pursuant thereto except with the prior consent of the Bond Trustee. The Bond Trustee may, but is not obliged to, seek the consent of the Bondholders in accordance with the Bond Trust Deed prior to giving any such consent.

In enforcing the Underlying Security (including the Issuer's rights, title and interests in the Security Trust Deed and the Fixed Charges insofar as they relate to the Bonds) the Bond Trustee may act in its discretion. It is, however, required to take action, pursuant to Condition 12.2, where so directed by the requisite majority of the Bondholders provided, however, that it is secured and/or indemnified and/or pre-funded to its satisfaction.

Governing Law

The Security Trust Deed and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales.

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

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

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

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

ACCOUNT AGREEMENT

Accounts

The Account Bank shall maintain three accounts for the Issuer in respect of the Bonds: the Transaction Account, the Initial Cash Security Account and the Disposal Proceeds Account.

Initial Deposits

Pursuant to the Account Agreement, the Issuer shall on the issue date of the Bonds:

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

The Issuer shall, upon receipt, credit to the Disposal Proceeds Account all amounts received from the Borrower pursuant to Clause 10.3 (*Disposal Proceeds*) of the Loan Agreement.

Retained Bond Deposits

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

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

Future Deposits and Withdrawals

The Issuer has covenanted, pursuant to the Bond Trust Deed that:

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

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

Interest

Any monies standing to the credit of the Transaction Account, the Initial Cash Security Account and/or the Disposal Proceeds Account will earn interest at the rate(s) agreed from time to time between the Account Bank and the Issuer.

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

Change of Account Bank

The appointment of the Account Bank may, with the prior written approval of the Bond Trustee, be terminated upon 45 days' written notice (subject to the appointment of a replacement account bank) or forthwith at any time the Account Bank is adjudged bankrupt or insolvent. The appointment of the Account Bank may also be terminated in the event that the short-term senior, unsecured and unguaranteed indebtedness rating of the Account Bank as assigned by Moody's falls below "P-1" or is withdrawn and there are amounts standing to the credit of the Initial Cash Security Account or the Disposal Proceeds Account (subject to the appointment of a replacement account bank).

The Account Bank may resign its appointment upon giving at least 60 days' written notice (subject to the appointment of a replacement account bank).

Pursuant to the Account Agreement, the appointment of any replacement account bank shall be subject to the prior written approval of the Bond Trustee, be on substantially the same terms as the

Account Agreement and be subject to the condition that it must have a short-term senior, unsecured and unguaranteed indebtedness rating from Moody's of no less than "P-1".

CUSTODY AGREEMENT

Custody Account

Pursuant to the Custody Agreement, the Custodian shall, subject to receipt of such documents as it may require, open, in the name of the Issuer, the Disposal Proceeds Custody Sub-Account and the Initial Cash Security Custody Sub-Account (the **Custody Sub-Accounts**) and the Disposal Proceeds Cash Sub-Account and the Initial Cash Security Cash Sub-Account (the **Cash Sub-Accounts** and, together with the Custody Sub-Accounts, the **Custody Account**).

Payments and Delivery

The Issuer has authorised the Custodian to make payments and delivery out of the Custody Account only for the purpose of any acquisition or sale of Permitted Investments or as provided below.

Pursuant to the Custody Agreement, unless otherwise instructed pursuant to Instructions to make a payment out of the proceeds of any Distributions in respect of Permitted Investments held by the Issuer in the settlement of an acquisition of other Permitted Investments on or prior to the date of receipt of such Permitted Investments (subject as provided below), the Issuer shall give Instructions to the Custodian, forthwith upon receipt by the Custodian of any Distributions:

- (a) to transfer all Distributions credited to the Disposal Proceeds Cash Sub-Account to the Disposal Proceeds Account;
- (b) to transfer all Distributions (including any amount representing Permitted Investment Profit (if any)) credited to the Initial Cash Security Cash Sub-Account (other than Distributions which represent redemption and/or sale proceeds less any Permitted Investment Profit (if any)) to the Transaction Account; and
- (c) to transfer all Distributions credited to the Initial Cash Security Cash Sub-Account (other than those to be credited to the Transaction Account pursuant to (b) above) to the Initial Cash Security Account,

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

The Issuer has agreed that it shall not instruct the Custodian pursuant to Instructions to make a payment out of the proceeds of any Distributions standing to the credit of the Initial Cash Security Cash Sub-Account other than Distributions which represent redemption and/or sale proceeds (but excluding any amount representing Permitted Investment Profit (if any)) and that such amounts shall forthwith upon receipt be transferred to the Transaction Account in accordance with (b) above.

Interest

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

Change of Custodian

The appointment of the Custodian may, with the prior written approval of the Bond Trustee, be terminated upon 45 days' written notice (subject to the appointment of a replacement custodian) or

forthwith at any time the Custodian is adjudged bankrupt or insolvent. The appointment of the Custodian may also be terminated in the event that the short-term senior, unsecured and unguaranteed indebtedness rating of the Custodian as assigned by Moody's falls below "P-1" or is withdrawn and there are Permitted Investments standing to the credit of the Custody Account (subject to the appointment of a replacement custodian).

The Custodian may resign its appointment upon giving at least 30 days' written notice (subject to the appointment of a replacement custodian).

Pursuant to the Custody Agreement, the appointment of any replacement custodian shall be subject to the prior written approval of the Bond Trustee, be on substantially the same terms as the Custody Agreement and be subject to the condition that it must have a short-term senior, unsecured and unguaranteed indebtedness rating from Moody's of no less than "P-1".

RETAINED BOND CUSTODY AGREEMENT

Retained Bond Custody Account

Pursuant to the Retained Bond Custody Agreement, the Retained Bond Custodian shall, subject to receipt of such documents as it may require, open, in the name of the Issuer, the Retained Bond Custody Sub-Account and the Retained Bond Cash Sub-Account (together with the Retained Bond Custody Sub-Account, the **Retained Bond Custody Account**).

Payments and Delivery

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

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

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

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

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

Payment Waiver

Notwithstanding any other provision of the Retained Bond Custody Agreement to the contrary and subject to the following paragraph, the Issuer has, pursuant to Clause 1.3 of the Retained Bond Custody Agreement, unconditionally and irrevocably:

- (a) waived its rights to receive payments of interest, principal or otherwise in respect of the Retained Bonds and, for the avoidance of doubt, such waiver by the Issuer of such rights will

continue to be effective following the occurrence of an Event of Default or Potential Event of Default (each as defined in the Bond Trust Deed);

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

The Retained Bond Custodian and the Issuer have each acknowledged and agreed that the waiver, authorisation and direction provided by the Issuer as described above are irrevocable except with the prior written consent of the Bond Trustee in the form of a Retained Bond Consent Letter which has been countersigned on behalf of the Bond Trustee.

Interest

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

Termination of Retained Bond Custody Agreement

Either of the Issuer or the Retained Bond Custodian may terminate the Retained Bond Custody Agreement by giving to at least 90 day's written notice to the other party.

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

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

DESCRIPTION OF THE ISSUER

Incorporation and Status

AmicusHorizon Finance plc (the **Issuer**) is a public limited company incorporated in England and Wales with registered number 7933814 on 2nd February, 2012 under the Companies Act 2006.

The registered address of the Issuer is Grosvenor House, 125 High Street, Croydon CR0 9XP. The telephone number of its registered address is 020 8726 8600. The Issuer has no subsidiaries.

Principal Activities of the Issuer

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

Directors

The directors of the Issuer and their other principal activities are:

Name	Other Principal Activities
Steve Walker	Chief Executive: AmicusHorizon Limited
Sarah Smith	Executive Director, Finance & Resources: AmicusHorizon Limited
Eleanor Lodge	Director of Treasury & Risk: AmicusHorizon Limited
Peter Cruttenden	Board member: AmicusHorizon Limited Director: AmicusHorizon Group Financing Limited Formerly non-executive director and vice chair: Radian Group Limited Formerly executive director: IBM United Kingdom

The business address of each of the directors is Grosvenor House, 125 High Street, Croydon CR0 9XP.

The Secretary of the Issuer is Jo Robinson whose business address is at Grosvenor House, 125 High Street, Croydon CR0 9XP.

There are no potential conflicts of interest between any duties to the Issuer of the directors of the Issuer and their private interests and/or duties. However, Steve Walker, Sarah Smith and Eleanor Lodge are employees of the Borrower and Peter Cruttenden is a board member of the Borrower.

Share Capital and Major Shareholders

The entire issued share capital of the Issuer comprises 50,000 ordinary shares of £1 each, all of which are paid up to 25 pence.

The Borrower holds all of the shares of the Issuer.

Operations

Since the date of incorporation, the Issuer has not commenced operations and no financial statements have been made up as at the date of this Prospectus.

DESCRIPTION OF THE BORROWER

Incorporation and Status

AmicusHorizon Limited (the **Borrower**) was incorporated on 12th October, 2009 following amalgamation of the former members of the AmicusHorizon Group and is registered in England with limited liability under the Industrial and Provident Societies Acts 1965 (with registered number IP30786R) and is registered with the TSA (with registered number L4536). The Borrower is an exempt charity.

The registered office of the Borrower is Grosvenor House, 125 High Street, Croydon CR0 9XP. The telephone number of its principal place of business is 020 8726 8600.

Background and History

The Borrower was originally registered as South London Family Housing Association Limited in 1967 and was formed from a number of small societies in the Crystal Palace area of South London. These societies had the common goal of providing affordable homes to residents in this area.

In 1998, Rother Homes Limited was formed as an LSVT subsidiary following transfer of the housing stock of Rother District Council. In 2001, South London Family Housing Association Limited changed its name to Horizon Housing Group Limited and created two new subsidiaries, SLFHA Limited and Southern Horizon Housing Limited, to manage properties in London, and in Surrey and Sussex respectively. During 2004 and 2005, the ownership of the properties was transferred to the two subsidiaries.

In April 2006, Amicus Group Limited (**Amicus**) became a subsidiary of Horizon Housing Group Limited and Horizon Housing Group Limited changed its name to AmicusHorizon Group Limited. Amicus was formed in 2001 to provide financial and other management services to two LSVT subsidiaries, Swale Housing Association Limited (**Swale**), and Ten Sixty Six Housing Association Limited (**1066**). Swale was formed in August 1989 following transfer of the housing stock of Swale Borough Council; 1066 received a transfer of the stock of Hastings Borough Council in February 1996.

In October 2009, the group of seven operating housing associations was collapsed by amalgamation into a single operating association.

The Borrower is now a leading housing association working in London, Kent, Surrey and Sussex, employing over 900 people. The Borrower is committed to a resident-focussed service, improving residents' lives and delivering the best services. Its main activities are:

- owning and/or managing over 28,000 homes in its core areas;
- developing a choice of high-quality affordable homes for a wide spectrum of people, with a focus on developing new mixed-tenure communities where people are proud to live;
- providing housing and tenancy support for 7,000 people with additional or special needs; and
- providing temporary social housing to support local authorities in addressing homelessness.

The AmicusHorizon Group

The Borrower is the parent of the AmicusHorizon Group (the **AmicusHorizon Group**). The AmicusHorizon Group comprises the Borrower and its subsidiaries.

The Borrower's subsidiaries (in addition to the Issuer) are:

- Amicus Group Limited (**AGL**). AGL is a private limited company incorporated in England and Wales and is registered with the TSA (with registered number L4216). AGL's principal activity is the provision of support services for the AmicusHorizon Group.
- AmicusHorizon Group Financing Limited (**AHGF**). AHGF is a private limited company incorporated in England and Wales. AHGF is a special purpose vehicle set up at the end of 2003 to facilitate on-lending when the Borrower set up the group structure. AHGF is now one of the group's financing vehicles.
- Crystal Palace Housing Association Limited (**CPHA**). CPHA is a non-charitable industrial and provident society registered with the TSA. CPHA's principal activity is managing a small portfolio of shared ownership properties. This is a historical portfolio, mainly of Do-it-Yourself Shared Owner properties. It is not intended to develop any new schemes in the immediate future.
- The Fresh Visions People Limited (**FVP**). FVP is a private limited company incorporated in England and Wales and registered with the Charity Commission.

Principal Activities of the Borrower

The Borrower is a Registered Provider of Social Housing and an industrial and provident society with charitable objects whose activities are regulated by the TSA. As such, the Borrower has charitable status but is exempt from registration with the Charity Commission.

The Borrower's mission is 'Making homes, helping people', and follows four core values: Service, Trust, Accountability and Respect. The Borrower's three key objectives are:

- delivering excellent services: by delivering excellent customer services and communications; excellent repairs and maintenance services through sustainable services; improving value for money for residents and focussing on their priorities;
- delivering excellent neighbourhoods and communities: by building on the area panels' work and majoring on partnership working; by delivering excellent resident involvement and community development; meeting local housing needs, including growing its temporary housing offer and maintaining its commitment to supported housing; and
- delivering objectives through people and resources: by delivering its 'Our People' agenda, developing management capacity, and building a 'One Team' ethos; improving financial performance and capacity, driving efficiency; delivering excellent governance, strengthening its approach to co-regulation and maintaining openness and transparency.

Any surpluses generated by the Borrower are reinvested towards the attainment of these objectives.

Board

The 12 Board members of the Borrower (all of whom are non-executive) and their principal activities outside the Borrower, where these are significant with respect to the Borrower, are as follows:

Name	Principal Activities outside Borrower
Lord Charles Falconer of Thoroton (Chair)	Senior Counsel: US law firm Gibson, Dunn and Crutcher Director: AmicusHorizon Group Financing Limited Non-Executive Director: Crystal Palace Housing Association Limited Formerly Solicitor-General, Housing Planning & Regeneration Minister and Secretary of State for Justice in the Labour Government
Steve Douglas (Vice Chair)	Partner: Altair Consultancy and Advisory Services Limited Chief Executive of the Housing Corporation up to its abolition in December 2008
Paul Crouch	Resident board member
Peter Cruttenden	Director: AmicusHorizon Finance plc Director: AmicusHorizon Group Financing Limited Formerly non-executive director and Vice Chair: Radian Group Limited Formerly executive director: IBM United Kingdom
Michael Davis	Non-executive Board Member: Sutton Housing Partnership Former Director of Housing for Croydon Council (10 years).
David Dickinson	Director: AmicusHorizon Group Financing Limited Formerly a Board Member of Guinness Trust (18 years).
Doreen Langston	Non-executive Director: Department for International Development Council member of the University of Surrey and Chair of its Audit Committee Non-executive member of the Management Board of the Crown Prosecution Service and Chair of its Audit Committee
Bianca Layne	Resident Board member
Rosemary Ley	Resident Board member
Neil Robertson	Director Human Resources, Security and Facilities at Department for International Development Formerly executive director: British Airways
Linda Seddon	Resident Board member and former Chair of Rother Homes
Beverley Spear	Head of Housing Consultancy: Homes and Communities Agency

The business address of each of the above board members is Grosvenor House, 125 High Street, Croydon CR0 9XP.

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

Corporate Governance

The Board is responsible for strategic direction. Either directly or through committees with delegated authority, the Board brings an independent view on all strategic issues, plus performance, resources and control framework.

The following are the principal committees supporting the Board:

- (a) Audit Committee – The Audit Committee has five non-executive members, four of whom are also Board members. The Audit Committee is responsible for monitoring the integrity of the financial statements of the Borrower, overseeing the performance of the internal and external audit functions and dealing with risk management. It is also responsible for fraud and whistle-blowing procedures.

The Audit Committee meets regularly with senior management, external and internal auditors to consider audit reviews and the effectiveness of the internal controls system. The Audit Committee receives (from internal and external audit) internal control reports and recommendations to improve, together with executive officers' responses. Executive management attend each meeting and the Audit Committee meets privately with the internal and external auditors at least once a year.

- (b) Nominations & Selection Committee – The Nominations & Selection Committee has five non-executive members. The chair is an independent Board member. It approves the Borrower's remuneration strategy, executives' remuneration and oversees the Board appraisal framework.

- (c) Finance Committee – The Finance Committee has up to eight members with at least two members of the Board. The Finance Committee is used as a sounding board, providing an additional degree of scrutiny for the executive team on financial performance, pensions and treasury.

The Board's code of governance is based on all relevant aspects of the UK Corporate Governance Code. The Borrowers' rules are based on the National Housing Federation's Model Rules 2005.

The Executive Team comprises the following:

Name	Role
Steve Walker	Chief Executive
Paul Hackett	Chief Operating Officer
Sarah Smith	Executive Director, Finance & Resources
Fiona Deal	Executive Director, Corporate Services

The business address of each of the above Executive Team members is Grosvenor House, 125 High Street, Croydon CR0 9XP.

There are no potential conflicts of interest between any duties to the Borrower of the Executive Team of the Borrower and their private interests and/or duties.

Share Capital and Major Shareholders

The entire issued share capital of the Borrower comprises 144 shares of £1 each, all of which are fully paid up. Every member holds one share of £1. These shares carry no dividend rights and, on cessation of membership of the Borrower, are cancelled and the amount paid becomes the property of the Borrower. Each member has the right to vote at members' meetings.

Corporate Rating

The Borrower has been assigned a credit rating of "Aa3" by Moody's. Moody's is established in the European Union and is registered under the CRA Regulation. As such, Moody's is included in the list of credit rating agencies published by the ESMA on its website in accordance with the CRA Regulation.

Recent Developments

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

FINANCIAL STATEMENTS OF THE BORROWER

The consolidated financial statements, including the reports of the auditors (the **Auditors' Reports**), for the financial years ended 31st March, 2010 and 31st March, 2011 for the Borrower are set out below.

Registered Providers of Social Housing are required to follow certain requirements in respect of financial reporting specified by their regulator. One of these requirements is to state whether or not their financial statements have been prepared in accordance with statements of recommended practice. The Borrower's most recent audited consolidated financial statements are for the financial year ended 31st March, 2011, for which the Statement of Recommended Practice Accounting by Registered Social Landlords 2008 (the **2008 SORP**) was applicable. For the next consolidated financial statements of the Borrower to be prepared, for the financial year ended 31st March, 2012, the Statement of Recommended Practice Accounting by Registered Social Housing Providers Update 2010 (the **2010 SORP**) will be applicable. The 2010 SORP changes a number of accounting and disclosure items from those set out in the 2008 SORP.

The most significant change relates to the application of a different method of accounting for expenditure on housing properties known as "component accounting". Under component accounting, where tangible fixed assets have two or more major components with substantially different useful economic lives, each component is accounted for separately for depreciation purposes and depreciated over its individual useful economic life. As a result of this change in policy, the surplus originally reported by the Borrower for the year ended 31st March, 2011 was reduced from £6,381,000 to £4,840,000 in its restated financial statements for that year and its total reported reserves were reduced from £61,176,000 to £32,525,000. The Borrower is of the opinion that this does not constitute a significant change in its financial or trading position or prospects.

The 2010 SORP also required another change in accounting policy in relation to previous acquisitions of other entities. Previously, under the 2008 SORP, where the fair value of the net assets of such acquired entities was greater than the fair value of the consideration paid, such excess was included within a separate reserve which was amortised within reserves to the income and expenditure account reserve. The 2010 SORP changed this treatment so that in most circumstances a separate reserve was no longer required. This policy change had no effect on the surplus recorded by the Borrower for the year ended 31st March, 2011 or on its total reserves. However, in the restated financial statements for the year ended 31st March, 2011, it has led to the removal of the former reserve described as "negative goodwill" reserve with the balances transferred into the income and expenditure account reserve.

The consolidated financial statements for the financial year ended 31st March, 2011 for the Borrower have been restated as if the changes required by the 2010 SORP had applied at that time, in order to prepare and present them in a form consistent with that expected to be applied in the statutory financial statements for the financial year ended 31st March, 2012 for the Borrower. These restated financial statements, including the Auditors' Reports, for the financial year ended 31st March, 2011 for the Borrower are also set out below.

The Auditors' Reports were prepared by Nexia Smith & Williamson Audit Limited (**Nexia Smith & Williamson**), the auditors of the Borrower. The Auditors' Reports are included in this Prospectus, in the form and context in which they are included, with the consent of Nexia Smith & Williamson and Nexia Smith & Williamson has authorised the contents of the parts of this section that comprise the Auditors' Reports.

Nexia Smith & Williamson does not have a material interest in the Issuer or the Borrower.

Financial Statements of the Borrower for the Financial Year ended 31st March, 2010



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Financial statements 2009/10

Board members, Executive officers and advisers

STRATEGIC BOARD at 21 July 2010

Lord Charles Falconer of Thoroton	Chair
Steve Douglas	Vice-Chair
Carole Bailey	
Peter Cruttenden	
Michael Davis	
David Dickinson	
Doreen Langston	
Rosemary Ley	appointed 29 July 2009
Neil Robertson	
Linda Seddon	
Trevor Seemann	appointed 29 July 2009
Beverley Spear	appointed 29 July 2009

STRATEGIC EXECUTIVE TEAM at 21 July 2010

Steve Walker	Chief Executive Officer
Paul Hackett	Chief Operating Officer
Sarah Smith	Executive Director Finance & Resources
Fiona Deal	Executive Director Corporate Services

REGISTERED OFFICE

Grosvenor House
125 High Street
Croydon
Surrey CR0 9XP

ADVISERS

Registered Auditors
Nexia Smith & Williamson
25 Moorgate
London EC2R 6AY

Principal Bankers
Barclays Bank Plc
1 Churchill Place
Canary Wharf
London E14 5HP

Principal Solicitors
Trowers & Hamlins
Sceptre Court
40 Tower Hill
London EC3N 4DX

Operating and financial review

The Strategic Board presents its report and audited consolidated financial statements of the Company and its subsidiary undertakings for the year ended 31 March 2010. We published our consolidated accounts on our website www.amicushorizon.org.uk.

OVERVIEW OF THE BUSINESS

AmicusHorizon Limited is the parent of the group. We have three entities registered with the Tenant Services Authority (TSA) as registered providers of social housing. One entity is a registered charity.

Two significant changes took place in 2009/10 laying the foundation for efficient and effective governance. We amalgamated most of our entities into one charitable landlord – AmicusHorizon Limited. In 2010/11 we will wind up any unnecessary private companies. We also implemented our resident focused governance structure.

Objectives and strategies

Our principal activity is to provide affordable homes in London and the South East of England. We manage 28,000 homes delivering a range of housing options for our customers. Extracts of our financial performance are as follows:

Activity	Revenue £m	Homes	Investment in homes £m
General needs housing for rent and supported housing and care: <ul style="list-style-type: none"> Families unable to rent or buy at open market rates Housing for people needing additional housing-related support or care Careline & emergency monitoring / out of hours services. 	116.1	22,026	45
Temporary social housing – to support Local Authorities in addressing homelessness.	9.9	1,097	1.3
Affordable home ownership – residents purchase an equity share in their home and pay rent to AmicusHorizon on the remainder.	9.2	3,214	0.1
Economic and community regeneration services	0.9	-	-

Our mission is ‘Making homes, helping people’. Our partnerships with central, local government and local communities help us improve our residents’ neighbourhoods. Having carried out an extensive consultation programme with staff and residents we launched our strategic plan in April 2010. We focus everything we do on improving our residents’ lives and delivering the best possible services. Our challenges are to deliver:

- Excellent services
- Excellent neighbourhoods
- Excellent performance
- Resident involvement and empowerment.

Financial statements 2009/10

Operating and financial review

Key objectives are:

- Raising operational performance - particularly customer satisfaction
- Embedding our Area Panel resident led governance system
- Delivering value for money to provide the right services, that are cost effective and supported by efficient processes and systems
- Progressing our cultural change programme to ensure our people are committed to achieving the highest level of customer service as one team. This programme has three central strands: leadership, communication and staff engagement, and provision of value-added human resources services.

OPERATIONAL PERFORMANCE

The Strategic Board and Strategic Executive Team use a range of measures to monitor achievements against objectives. We report by exception monthly to the Operational Performance Team and Strategic Executive Team and quarterly to the Strategic Board.

We monitor key performance indicators against targets and external benchmarks including the national upper quartile and the G15 group of largest London associations.

	2009/10	2008/09	Target	Benchmark (where available)
Repairs satisfaction	96%	95%	96%	–
Anti social behaviour (ASB) satisfaction	73%	68%	78%	Housemark - 83%
Complaints responded to in time	95%	84%	90%	–
Repairs right first time	76%	84%	80%	–
Gas servicing	99.8%	99.8%	100%	–
Compliance with decent homes standard	98.1%	95.5%	98%	National – 99.2%
% current tenant rent arrears	4.5%	5%	4.5%	National – 3.2%
Rent collected as % rent charged	99.5%	98.8%	100.2%	Housemark - 96.8%
Void property re-let time	29.2 days	22.8 days	21 days	National – 26 days
Overall resident satisfaction with services	88%	90%	91%	National – 85%
Satisfaction with views taken into account	87%	90%	91%	–

Operating and financial review

A summary of performance against the key 2009/10 targets and benchmarking data is set out below:

- ASB satisfaction – the last four months of the year have shown improving performance with March 2010 achieving 87%
- Repairs right first time – whilst annual performance was below target, we had steady improvement through the year, achieving 82% in March 2010. At the beginning of the year we replaced our repairs contractor in the London region and the new contractor took on a backlog of jobs from the previous provider. We have now moved our call handling to a regional basis and co-locate staff to work alongside our contractors. This will improve quality and speed of diagnosis on a resident's first call
- Rent arrears – at 4.5% this is our best performance for three years
- Rent collection is just 0.7% below target. We increased focus on collection and management of former tenant arrears while sustaining good current arrears performance
- Void property re-let times whilst above the annual target have gradually improved during the year from a peak at over 40 days to 17.2 days in March 2010. Supervision and financial constraints in 2008/09 put on hold a lot of void works affecting our ability to quickly re-let properties. We therefore began this year with a backlog of void works to complete. Additionally during the year we experienced difficulty letting rooms at some of our supported housing schemes. We also decanted some large temporary social housing schemes. All of these factors affected our re-let times
- Resident satisfaction has dropped slightly – we have had a year of major change amalgamating group entities, moving to a regional staff structure and improving governance arrangements. We are now embedding a lot of these changes.

Financial statements 2009/10

Operating and financial review

FINANCIAL POSITION

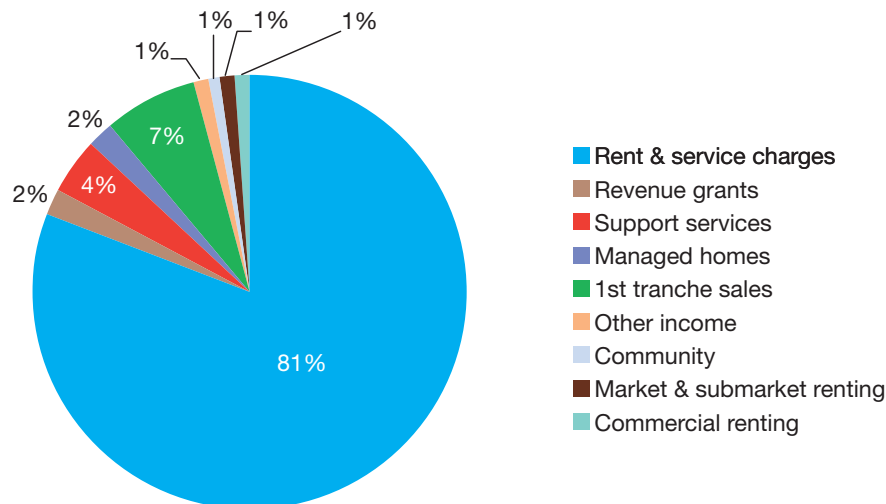
Our primary objective is to provide homes and services to people in need. We must generate sufficient income to meet operating costs, loan interest payments and invest in homes. We reinvest surpluses in services and new homes to deliver sustainable communities.

Financial highlights

Income & Expenditure	2009/10 £m	2008/9 £m	2007/8 £m
Turnover	154.3	153.1	160.5
Operating costs	(127.1)	(128.3)	(136.4)
Operating surplus	27.2	24.8	24.1
Exceptional costs	–	(2.8)	–
Surplus on housing property sales	7.1	5.9	12.6
Net interest payable	(31.7)	(31.1)	(28.3)
Corporation tax	–	(0.1)	0.1
Surplus for the year	2.6	(3.3)	8.5
Balance sheet			
Housing property net cost	1,208	1,191	1,182
Social housing grant	(567)	(553)	(544)
Other tangible fixed assets	14	15	17
	655	653	655
Net current (liabilities) / assets	(15)	36	(8)
Long term liabilities	596	632	595
Negative goodwill	27	27	27
Reserves	17	30	25
Key ratios			
Operating margin	17.6%	16.2%	15%
Interest cover including sales	128%	105%	142%
Homes owned and managed	28,174	28,431	28,880

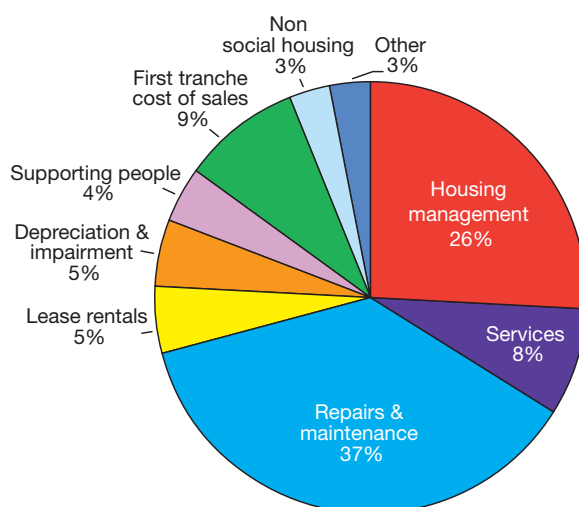
Operating and financial review

Turnover increased by 1% to £154.3 million for the year. Included in turnover is £10.4 million (2008/9: £13.1 million) from first tranche shared ownership sales. Excluding the impact of sales our core turnover increased by £4 million – 2.9% increase year on year. We generate turnover from the following sources:



Operating costs have reduced by 1% to £127.1 million in 2009/10. Stripping out the impact of first tranche sales would have shown operating costs reducing still by 1% to £115.2 million. We reduced impairment charges by 100% year on year having completed a comprehensive review of our housing portfolio including schemes in development. There were no further material reductions in value in our shared ownership development schemes. Assessing impairment is subjective. We made our assessment on a scheme by scheme basis, in accordance with Financial Reporting Standard 11 (Impairment of Fixed Assets and Goodwill) and the Statement of Recommended Practice 2008. Where a scheme requires a planned internal subsidy which the Strategic Board has approved and which meets the internally set criteria, we don't classify this internal subsidy as impairment.

An analysis of how we spent our money in 2009/10 is shown below:



Financial statements 2009/10

Operating and financial review

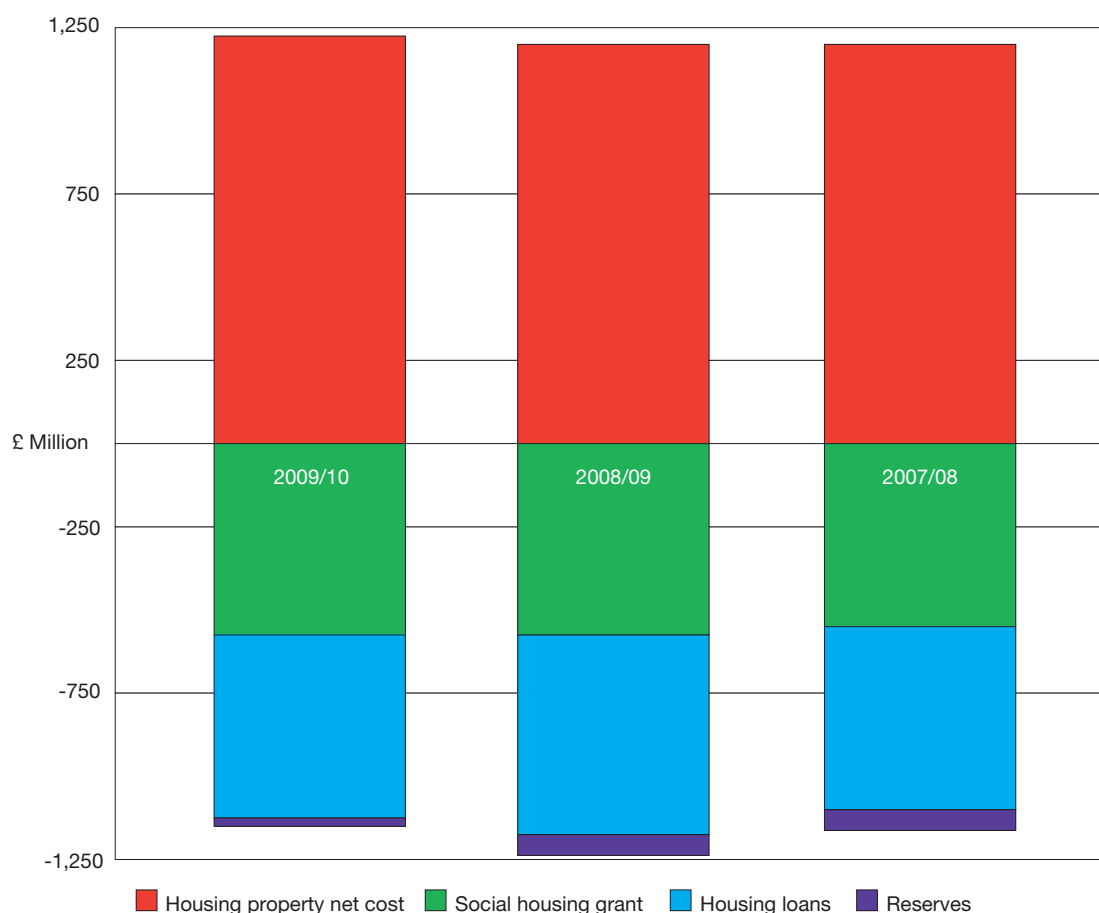
Exceptional costs of £2.8 million in 2008/9 covered our resurgence programme which completed on 1 April 2009.

Surplus on disposal of properties through staircasing (where a leaseholder acquires a further equity share in the property), voluntary right to buy / right to acquire sales and asset management totalled £7.1 million. We sell properties as they become void. We do this if it's not economically viable to repair them or where they are in a disposal programme in connection with estate regeneration. We reinvest sales proceeds in improving homes, financing new homes and reducing our loans.

Net interest payable at £31.7 million is £0.6 million higher than the 2008/9 charge. We paid £2 million interest to break some fixed rate deals. This reduces interest payments over the next four years. We have also reduced outstanding loans by £50 million to £552 million.

Housing properties are stated at historic cost. We completed 237 homes during the year. The increase in carrying cost reflects our investment in new homes and improving existing homes. We took up £9.6 million new grant allocation and claimed over £12.2 million grant from the Homes & Communities Agency to support our development programme.

The graph below shows how we fund our housing property cost.



Operating and financial review

Cash flow

	2009/10 £m	2008/9 £m
Cash generated from operations	69.6	30.7
Net capital expenditure	(11.1)	(4.1)
Net interest paid	(32.9)	(35.6)
Financing	(49.7)	37.3
Change in cash (inc deposits)	(24.1)	28.3

We reduced cash held at 31 March 2010 to £10.7 million. In 2009/10 we:

- Invested £52 million in new and existing homes
- Received £17.6 million social housing grant
- Received £24.3 million from property sales
- Drew £20 million new funding and repaid £70 million loans.

TREASURY MANAGEMENT

Our treasury function operates within policies reviewed by the Treasury & Finance Committee and agreed by the Strategic Board. The Strategic Board annually approves our treasury strategy. Our funding vehicle is AmicusHorizon Group Financing Limited.

Our Treasury Policy sets out the parameters for treasury management encompassing borrowing from external sources, investment of surplus cash and safe transmission of funds. We based the policy on CIPFA's Code of Practice for Housing Associations, and took into account the Treasury Management – Regulatory Policy Statements issued by the Tenant Services Authority.

Our primary source of funding is through traditional bank lending. We structure our loan portfolio to ensure we meet all principal repayments under the relevant loan documentation. Loan facility maturity dates are staggered to ensure large proportions of debt do not mature in the same year. This helps us minimise refinancing risk. The Strategic Board reviewed the financial plan and considers we have sufficient liquidity to meet expected financial commitments for at least the next twelve months.

Loan portfolio management

Loan facility maturity dates range from 2 to 37 years. Our effective average interest cost in 2009/10 was 5.25%. We have a £600 million loan facility from a syndicate of banks led by Barclays Bank Plc. The syndicate lends to our finance subsidiary, AmicusHorizon Group Financing Limited (AHGFL) which on lends to AmicusHorizon. We also have £48.7 million bilateral loan facilities from Orchardbrook and THFC. These facilities mature in periods ranging from 6 to 15 years. More information is in note 19.

Liquidity

At 31 March 2010, we had £552 million loans and £94 million undrawn committed loan facilities. We have fully secured our undrawn facilities so can draw at short notice. We aim to minimise cash balances by drawing funds as and when required (this is in addition to funds ring fenced for leaseholder sinking funds in separate accounts). £190 million of our loan facilities is on a revolving basis allowing us to draw and use surplus cash to repay variable loans.

Financial statements 2009/10

Operating and financial review

Interest rate management

AHGFL has derivative credit lines from banks and has entered into a number of interest rate swaps used to fix the interest rates on its floating rate loans. We have £310 million swaps, representing 65% of total fixed rate debt. This includes £60 million of multi-callable swaps where the counter-party bank has the option to cancel the deal each quarter. We had treated these as floating rate debt. At current market rates lenders are unlikely to exercise their option and the swaps are likely to run to maturity. We therefore treat the swaps as fixed rate debt. At 31 March 2010, we had fixed the interest rate on 85% of loans. Our interest rate management policy is that we should fix a minimum of 60% of drawn funds on a long term basis. The treatment of the remaining 40% is dependent on operational requirements.

Compliance with loan covenants

The treasury team reports compliance with loan covenants quarterly to the Treasury & Finance Committee. We have agreed with our principal banker interest cover and net debt per unit ratios. We met our financial covenants in 2009/10.

Capital commitments

At 31 March 2010 we had £10.3 million capital commitments (2008/9: £43.3 million) which we have contracted for but not provided for in these accounts. We authorised £12 million (2008/9: £nil) of capital expenditure but haven't contracted for it. We will fund our commitments through capital grants, first tranche shared ownership sales and bank loans.

KEY ACCOUNTING POLICIES

The key accounting policies are set out in pages 24 to 29.

RISK AND UNCERTAINTIES

We will always be exposed to and must take risk in a controlled manner to develop our business. We have for the first time documented our risk appetite – maximum residual risk we accept to achieve our strategic objectives. We set out our risk appetite using qualitative and quantitative criteria. We will review annually together with our annual budget and financial plan.

We maintain a concise risk register focusing on our top ten strategic risks. Operational activity based risk maps support this. All identified risks are assigned to a manager who has responsibility for the controls and mitigating actions. We reviewed our risk management framework during 2009/10, developed a new strategy, and delivered risk training to staff. The principal risks the Strategic Board focuses on are:

- **Financing risk** – we only enter into funding arrangements to support the ongoing business. We manage our exposure to interest rate rises either through hedging or borrowing at fixed rates. Cashflow forecasting and monitoring ensures we have sufficient funds available for investment and operations.
- **Economic environment** – economic conditions will continue to be a challenge with fears of unemployment, tight credit conditions and lack of mortgage availability to low cost home ownership buyers. We have a prudent financial plan we regularly update and annual forecast to help manage financial risk. We stress test our plans setting tight internal targets. Our financial plan is not dependent on future housing property sales to achieve covenant compliance.

Operating and financial review

- **Development and sales programme failure** – we have a small development programme, but in the current climate we are exposed to contractor insolvency, reducing sales values and further impairment charges. The Strategic Board would like to increase the development programme. To do this we would need to create more capacity. We will not do this at a time of reducing grant or when the economy remains uncertain. The Risk Appraisal Group and the Operational Performance Team review all development schemes and sales performance monthly. We report performance quarterly to the Strategic Board.
- **Pensions' risk** – AmicusHorizon is a member of four final salary pension schemes which are in deficit and which we've closed to new members. The financial plan makes provision for past service deficits and future increases in contribution rates. New staff can join a personal pension scheme which, being money purchase carries no deficit risk to us. We are reviewing our pension arrangements including governance, affordability and managing personal accounts.
- **Asset management** – our maintenance service is the major point of contact for our residents. As with our development programme we are exposed to contractor insolvency and inflationary pressures, whilst needing to meet the decent homes standard and improving resident satisfaction. We manage spend through effective budgetary control and regularly meet contractors to review performance. We developed a new asset management strategy with assistance from our residents.
- **Service delivery and maximising income** – we are reviewing our leasehold offer in 2010. This includes service charge income and expenditure.
- **Internal controls** – we have a new risk management strategy. Our focus in 2010 is to embed risk management in our culture. We will bring our internal audit function in house in 2010. We have also launched new anti-fraud and anti-money laundering policies in 2010.
- **Business continuity** - a loss of data or systems or a lack of staff resources would have a major impact on our business and our ability to provide a service to our customers. We back up our systems daily and have disaster recovery plans which we test annually.

RESOURCES

Strategic Board

The Strategic Board has 12 non executive directors and is responsible for strategic direction. Either directly or through committees with delegated authority, the Strategic Board brings an independent view on all strategic issues plus performance, resources and our control framework.

Committees

The following committees support the Strategic Board's work:

Audit Committee

The Audit Committee has four non-executive members, three of which are Strategic Board members. In summary it is responsible for:

- Appointing and monitoring internal and external audit
- Considering the external audit management letter
- Reviewing the effectiveness of our risk management and internal control frameworks.

Financial statements 2009/10

Operating and financial review

The Audit Committee receives, from internal and external audit, internal control reports and recommendations to improve, together with Executive Officers' responses. Executive management attend each meeting and the Committee meets privately with the internal and external auditors at least once a year.

Nominations & Selection Committee

The Nominations and Selection Committee has six non-executives and is chaired by an independent member of the Strategic Board. It approves our remuneration strategy and Executives' remuneration and oversees the Strategic Board appraisal framework.

Treasury & Finance Committee

The Treasury & Finance Committee has up to eight members with at least two from the Strategic Board. The Chief Executive and Executive Director, Finance & Resources are members. The Committee acts as a sounding board, providing an additional degree of scrutiny for the executive team on financial performance, pensions and treasury.

Residents

We implemented our resident focused governance structure in 2009/10. Residents are at the heart of our organisation, in a position to influence and drive up service standards. Nine area panels, each comprising eight resident and four independent members hold AmicusHorizon accountable for service delivery at a local level. The area panels nominate two members each to an eighteen strong Residents' Council which supports the work of the Strategic Board. We are focused on becoming an organisation that believes its customers should be its biggest advocates.

Senior employees

The Strategic Board delegates day to day management to the Strategic Executive Team (SET). SET is supported by the Executive Management Team in developing and co-ordinating our culture and values.

Employees

Our people are our greatest resource. Excellent people are essential to delivering our strategic objectives. We are committed to consulting and involving staff on all aspects of our operations through: Group Partnership Forum, regular people engagement groups, team meetings, e-mail communications, newsletters and the intranet. It is essential our people are engaged with our objectives and are motivated to provide excellent customer service. We launched a cultural change programme and in 2009/10 focused on staff and resident engagement to put in place the building blocks on which we will build our future success. This will gather momentum through 2010/11.

Training

Our core training programme covers health and safety, customer care, management development, induction for new staff and diversity. We funded professional and academic qualifications for several staff.

Diversity

Staff diversity is a key indicator. At 31 March 2010 the profile of our people comprised 21% black and minority ethnic staff, 67% are women and 1.1% have a recognised disability. As an equal opportunities employer we encourage applications from people with disabilities. We make appropriate adjustments to jobs for employees with disabilities to enable them to remain in employment. We were awarded the Two Ticks Disability logo demonstrating our commitment to recruiting and retaining employees with a disability.

Operating and financial review

Health, safety and welfare of employees at work

We have a well-developed Health and Safety Management System, which makes clear manager and staff responsibilities. The Health and Safety Committee meets at least four times a year and the Strategic Board receives monitoring reports quarterly. We have a system of regular inspections and audits of health and safety.

Environmental policy

We strive to adopt the highest available environmental standards in all areas of our operations and investment decisions. We also expect similar environmental standards from our partners.

When we build new homes we consider from the outset in our development design brief environmental sustainability. All our homes are built to the Code for Sustainable homes level 3 standard.

Where we have the resources or funding we improve the energy efficiency of our existing properties. This is achieved through loft insulation and heating upgrade programmes.

We are working with a number of partners to trial various energy efficiency initiatives with our existing housing stock.

GOING CONCERN

The Strategic Board reviewed the budget for 2010/11 and 30-year financial plan with cash forecasts. The Strategic Board has a reasonable expectation we have adequate resources to continue in operation for the foreseeable future. For this reason we continue to adopt the going concern basis in preparing our financial statements.

CORPORATE GOVERNANCE

We follow corporate governance best practice and comply with the recommendations in the NHF code.

STATEMENT OF COMPLIANCE

The Operating and Financial Review follows the principles set out in the Statement of Recommended Practice for Accounting by Registered Social Landlords.

Financial statements 2009/10

Report of the strategic board

The Strategic Board and Executive Officers

We list our Strategic Board and Executive Officers on page 2. The Strategic Board and Executive Officers of the subsidiaries are shown in those entities' financial statements.

Each Strategic Board member holds one fully paid £1 share in AmicusHorizon Limited. The Executive Officers hold no interest in AmicusHorizon Limited's share capital. They do not have the legal status of directors, but act as executives within the authority delegated by the Strategic Board.

We have directors' and officers' liability insurance for the Strategic Board, Executive Officers and staff.

Statement of the Strategic Board's financial responsibilities

The Industrial and Provident Societies Acts and registered social housing law require the Strategic Board to prepare financial statements for each financial year. These give a true and fair view of the state of affairs of the Association and the Group and of their surplus or deficit for that period. In preparing these financial statements, the Strategic Board is required to:

- Select suitable accounting policies and then apply them consistently
- Make judgements and estimates that are reasonable and prudent
- State whether applicable accounting standards have been followed, subject to any material departures disclosed, and explained in the financial statements
- Prepare the financial statements on a going concern basis unless it is inappropriate to presume that the Association will continue in business.

The Strategic Board is responsible for keeping proper accounting records. These disclose, with reasonable accuracy at any time, the financial position of the Association and the Group. This enables the Strategic Board to ensure the financial statements comply with:

- The Industrial and Provident Societies Acts 1965 to 2002
- Schedule 1 to the Housing Act 1996
- The Industrial and Provident Societies (Group Accounts) Regulations 1969
- The Accounting Requirements for Registered Social Landlords General Determination 2006.

The Strategic Board is responsible for instituting adequate systems of:

- Internal control
- Safeguarding assets
- Taking reasonable steps for the prevention and detection of fraud and other irregularities.

INTERNAL CONTROLS

Responsibility for the system of internal control

The Strategic Board acknowledges it has overall responsibility for establishing and maintaining our internal control system. The Strategic Board is also responsible for reviewing the system's effectiveness to provide the necessary assurances in accordance with the requirements of the Regulatory Code. It delegates an ongoing review of controls to the Audit Committee. The Strategic Board receives an annual report from the Chief Executive and the Audit Committee.

Report of the strategic board

Scope of assurance

The Strategic Board appreciates that no system of internal control can provide absolute assurance or eliminate all risks. We have a risk based control system designed to give reasonable assurance that we will achieve our objectives. The system also gives reasonable assurance about the preparation and reliability of financial and operational information and safeguarding our assets and interests.

Our framework comprises of a range of sources of assurance the more significant ones being: internal audit, external audit, Audit Committee, Chief Executive, management assurances and regulatory reports. Key sources of assurance are:

Risk management

We have updated our risk management strategy. Our strategy sets out management responsibility for identifying, evaluating and controlling strategic risks. We produce activity based risk registers and a register of our top strategic risks. We subject all significant new initiatives, major commitments and investment projects to challenge through the Risk Appraisal Group (RAG). An internal audit has reviewed our risk management approach confirming it reflects best practice and that we follow our strategy.

The Audit Committee oversees the risk management cycle. This is an ongoing process of establishing and communicating responsibilities, identifying risks and controls to mitigate those risks. The Audit Committee and Strategic Board receive reports quarterly covering our key risks. The Executive Director, Finance & Resources is responsible for reporting to the Strategic Board any significant changes affecting strategic risks.

Control and Risk Self-Assessment (CRSA)

We use CRSA as a source of management assurance with our Executive Directors providing written representations on internal controls assurance. This confirms:

- Our internal control systems to manage risks are adequate to give us reasonable assurance on the effective operation of each business stream
- They have implemented internal audit recommendations and staff continue to follow the internal controls.

Fraud and internal control framework

We updated our anti-fraud policy in 2010. This defines fraud, covers prevention, detection and reporting of instances of fraud, and the recovery of assets. We maintain a fraud register of actual and attempted frauds. The Audit Committee reviews the fraud register at every meeting.

Audit Committee

The Audit Committee comprises three Strategic Board members and one independent member. The committee considers the financial statements and key issues on behalf of the Strategic Board. They review reports from the Chief Executive and internal and external audit in considering the adequacy and the effectiveness of our internal control systems. Internal and external auditors have direct access to the Audit Committee. The Audit Committee presents its annual report to the Strategic Board outlining its work during the year, particularly to support the assurance work on internal controls.

Internal Audit

Grant Thornton provides our internal audit function taking a risk based approach to reviews and reports directly to the Audit Committee. The committee approves and regularly reviews the annual Internal Audit Plan to ensure it reflects and responds to our changing priorities and the operating and economic

Financial statements 2009/10

Report of the strategic board

environment we work in. The plan covers both financial and non-financial operations. We will bring the internal audit function in house in 2010.

Our internal audit protocol sets out procedures for carrying out audit reviews from scoping to implementation and reporting overdue internal audit recommendations. We follow up all internal audit recommendations to ensure they have been implemented by the due date. We report progress against internal audit recommendations monthly to the Executive Management Team and quarterly to the Audit Committee. Internal Audit carries out a follow up audit of the previous year's recommendations to ensure they have been effectively implemented.

External Audit

The Audit Committee agrees the audit strategy and reviews the interim audit report and external audit management letter. These reports help support the process for reviewing our internal control system. The Executive Director, Finance & Resources and Director of Finance hold regular meetings with external audit to give updates on business changes and to discuss strategic and technical matters.

Quality management systems

We operate a number of quality controls to support the overall control framework. Staff have access to a comprehensive training programme to help them effectively carry out their responsibilities. Housing managers undertake regular estate inspections. We operate a comprehensive financial and operating policies and procedures which cover all aspects of our business. These include financial standing orders, operating regulations and standing orders which include appropriate delegations of authority, signatories and mandates. Staff have access to the operating regulations and standing orders. Compliance is an implied condition of employment.

Regulatory reports

We provide a range of reports to our regulator, the Tenant Services Authority (TSA). The TSA has given us 'green lights' in the four regulatory compliance areas: viable, properly governed, properly managed and development. The Supporting People Quality Assessment Framework assesses the quality of our supporting people services. The Homes & Communities Agency (HCA) has carried out compliance audits during 2009/10 and concluded satisfactory performance.

Audit Commission inspection

Our services are subject to independent inspection to ensure effectiveness, economy and efficiency of our operations. The Audit Commission carried out their last inspection at one former subsidiary (SLFHA Limited) in 2008/9. They awarded SLFHA one star and promising prospects for improvement.

Performance indicators and financial control

We produce 'Taking the Temperature' indicators and report monthly to the Executive Management Team and the Operational Performance Team and quarterly to the Strategic Board. These reports include performance monitoring on housing management, maintenance, sales, development, lettings, customer satisfaction, staff and financial results. We have a comprehensive system of financial reporting to the Strategic Board including an annual budget and long term financial planning.

Report of the strategic board

Treasury management

Our treasury function operates within the treasury policies drafted in accordance with CIPFA guidelines. The Strategic Board agrees the policy which the AHGFL and the Treasury & Finance Committees review. The treasury strategy, approved by the Strategic Board annually, outlines our risk strategy for interest rate and inflation risk, liquidity risk and counterparty risk. The Treasury & Finance Committee monitors these risks, ensuring we perform within the parameters of the strategy, on a quarterly basis and receives assurance we are loan covenant compliant.

Strategic Board's conclusion

The Strategic Board considered the Chief Executive's report on Internal Controls and the Annual Report from Audit Committee for the year to 31 March 2010 and up to the date of signing these accounts. The Strategic Board monitored and considered outcomes arising as a consequence of the risk management process and reports from officers on the associated control environment. The Strategic Board confirms the process for identifying, evaluating and managing significant risks we face was in place in the year under review, up to the date of the annual report, and is regularly reviewed.

The Strategic Board confirms there has been no breakdown in internal control resulting in material losses, contingencies or uncertainties which would require disclosure in the financial statements during the year.

DISCLOSURE OF INFORMATION TO AUDITORS

Each director has confirmed in fulfilling their duties as a director they have taken all the necessary steps to make themselves aware of any information relevant to the audit and the auditors are aware of that information. So far as they are aware, there is no relevant audit information of which the auditors are unaware.

AUDITORS

A resolution to re-appoint Nexia Smith & Williamson as auditors will be proposed at the Annual General Meeting.



Jo Robinson
Secretary
21 July 2010

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Independent auditors' report to the members of AmicusHorizon Limited

We have audited the financial statements of AmicusHorizon Limited for the year ended 31 March 2010 which comprise the Group and Company Income and Expenditure Account, the Balance Sheet, the Cash Flow Statement, the Statement of Total Recognised Gains and Losses, and the related notes 1 to 33. These financial statements have been prepared under the accounting policies set out therein.

This report is made solely to the Company's members, as a body, in accordance with the requirements of statute. Our audit work has been undertaken so that we might state to the Association's members those matters we are required to state to them in an auditors' report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the association and the association's members as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of the Board and auditors

As described on page 14 the Company's Board is responsible for the preparation of the financial statements in accordance with applicable law and United Kingdom Accounting Standards.

Our responsibility is to audit the financial statements in accordance with relevant legal and regulatory requirements and International Standards on Auditing (UK and Ireland).

We report to you our opinion as to whether the financial statements give a true and fair view and comply with the Industrial and Provident Societies Acts 1965 to 2002, the Housing Act 1996 and the Accounting Requirements for Registered Social Landlords General Determination 2006. We also report to you if, in our opinion, the Association has not kept proper books of account, the Association has not maintained a satisfactory system of control over its transactions, the financial statements are not in agreement with the books of account and we have not received all the information and explanations we require for our audit.

We read the Board Report and consider the implications for our report if we become aware of any apparent misstatements within it.

Basis of audit opinion

We conducted our audit in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the financial statements. It also includes an assessment of the significant estimates and judgements made by the Board in the preparation of the financial statements, and of whether the accounting policies are appropriate to the Association's circumstances, consistently applied and adequately disclosed.


We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion we also evaluated the overall adequacy of the presentation of information in the financial statements.

Independent auditors' report to the members of AmicusHorizon Limited

Opinion

In our opinion:

- The financial statements give a true and fair view of the state of the Association's affairs as at 31 March 2010 and of its income and expenditure for the year then ended; and
- The financial statements comply with the Industrial and Provident Societies Acts 1965 to 2002, the Housing Act 1996 and the Accounting Requirements for Registered Social Landlords General Determination 2006.



Nexia Smith & Williamson
Statutory Auditor
Chartered Accountants
8 September 2010

25 Moorgate
London
EC2R 6AY

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AmicusHorizon Limited

Income and expenditure account for the year ended 31 March 2010

INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31 MARCH 2010

	Note	Group		Company	
		2010 £'000	2009 £'000 restated	2010 £'000	2009 £'000 restated
Turnover		154,267	153,115	153,609	152,748
Less:					
Operating costs	2(a)	(127,001)	(128,281)	(126,240)	(127,376)
Operating surplus		27,266	24,834	27,369	25,372
Exceptional items	9	–	(2,798)	–	(2,798)
Surplus on disposal of properties	6	7,036	5,898	6,909	5,730
Surplus for the year before interest and tax		34,302	27,934	34,278	28,304
Interest receivable and similar income	7	236	211	236	204
Interest payable	8	(31,960)	(31,368)	(31,960)	(31,340)
Surplus/(deficit) for the year before taxation		2,578	(3,223)	2,554	(2,832)
Tax on surplus/(deficit) on ordinary activities	10	27	(86)	–	–
Surplus/(deficit) for the year	5	2,605	(3,309)	2,554	(2,832)

The above results relate wholly to continuing activities.

STATEMENT OF TOTAL RECOGNISED SURPLUSES AND DEFICITS FOR THE YEAR ENDED 31 MARCH 2010

		2010 £'000	2009 £'000	2010 £'000	2009 £'000
Surplus/(deficit) for the year		2,605	(3,309)	2,554	(2,832)
Actuarial (loss) / gain on pension schemes in the year	33	(14,941)	1,374	(14,941)	1,374
Total recognised deficits for the current year		(12,336)	(1,935)	(12,387)	(1,458)

AmicusHorizon Limited
Balance sheet as at 31 March 2010

		Group		Company	
	Note	2010 £'000	2009 £'000 restated	2010 £'000	2009 £'000 restated
Fixed assets	11				
Tangible fixed assets:					
Housing properties cost less depreciation		1,208,149	1,190,600	1,200,223	1,186,013
Less:					
Social Housing Grant		(553,544)	(540,283)	(547,624)	(534,302)
Other Grants		(13,159)	(13,159)	(13,159)	(13,159)
		641,446	637,158	639,440	638,552
Other tangible fixed assets	13	14,248	15,389	14,248	15,389
Total fixed assets		655,694	652,547	653,688	653,941
Current assets					
Housing properties and stock for sale	14	812	5,938	812	3,293
1st tranche sales	14	4,448	9,725	4,448	9,725
Debtors – amounts receivable after one year	15	3,828	4,736	3,828	4,736
Debtors – amounts receivable within one year	15	12,416	15,133	12,429	22,819
Cash at bank and in hand	16	10,664	34,741	9,835	25,158
		32,168	70,273	31,352	65,731
Less:					
Creditors: amounts falling due within one year	17	(47,333)	(34,309)	(46,994)	(33,742)
Net current (liabilities) / assets		(15,165)	35,964	(15,642)	31,989
Total assets less current liabilities		640,529	688,511	638,046	685,930
Creditors: amounts falling due after more than one year	18	560,201	608,770	559,818	608,238
Pension liability	33	35,869	22,946	35,869	22,946
Capital and reserves					
Share capital – non equity	21	–	–	–	–
Negative goodwill	22	26,782	27,107	26,782	27,107
Designated reserves	23	263	256	168	168
Restricted reserve	24	66	56	56	56
Revenue reserve	25	17,348	29,376	15,353	27,415
		44,459	56,795	42,359	54,746
		640,529	688,511	638,046	685,930


The financial statements on pages 20 to 55 were approved by the Board on 21 July 2010 and were signed on its behalf by:



Lord Falconer, Chairman



Carole Bailey, Board Member



Jo Robinson, Secretary

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AmicusHorizon Limited

Consolidated cash flow statement for the year ended 31 March 2010

	2010 £'000	2010 £'000	2009 £'000	2009 £'000
Net cash inflow from operating activities	a	69,609		30,627
Returns on investments and servicing of finance				
Interest received	236		211	
Interest paid	(33,091)		(35,776)	
Net cash outflow from returns on investment and servicing of finance		(32,855)		(35,565)
Capital expenditure and financial investment				
Acquisition, construction and improvement of housing properties	(52,258)		(41,682)	
Social Housing Grant received	17,539		14,934	
Purchase of other fixed assets	(682)		(1,545)	
Proceeds from sale of properties for disposal	13,971		11,030	
Initial receipts from shared ownership sales	10,374		13,154	
Net proceeds from sale of other fixed assets	-		23	
Net cash outflow from capital expenditure and financial investment		(11,056)		(4,086)
Management of liquid resources				
Fixed term deposits		8,732		(7,696)
Net cash inflow/(outflow) before financing		34,430		(16,720)
Financing				
Housing loans received	20,500		38,501	
Housing loans repaid	(70,210)		(1,156)	
Net cash (outflow)/inflow from financing		(49,710)		37,345
(Decrease)/increase in cash in the year	b	(15,280)		20,625

AmicusHorizon Limited

Notes to the consolidated cash flow statement for the year ended 31 March 2010

	2010 £'000	2009 £'000
a. Reconciliation of operating surplus to net cash inflow from operating activities		
Operating surplus	27,266	24,834
Depreciation charges	8,056	5,325
Impairment	-	6,625
Exceptional items	-	(2,798)
Decrease in stocks	16,661	3,553
Movement in provisions	(2,017)	770
Decrease/(increase) in debtors	3,625	(451)
Increase/(decrease) in creditors	16,018	(7,231)
Net cash inflow from operating activities	69,609	30,627

	£'000	£'000
b. Reconciliation of net cash flow to movement in net debt (Decrease)/increase in cash in the year		
	(15,280)	20,625
Cash outflow/(inflow) from decrease/(increase) in housing loans	49,710	(37,345)
Cash (inflow)/outflow from management of liquid resources	(8,732)	7,696
Change in net debt resulting from cash flows	25,698	(9,024)
Net debt at 1 April 2009	(567,262)	(558,238)
Net debt at 31 March 2010	(541,564)	(567,262)

c. Reconciliation of net debt to related items in the balance sheet

	Cash £'000	Fixed Term Deposit £'000	Overdraft £'000	Total £'000	Housing Loans due within one year £'000	Housing Loans due after one year £'000	Total Housing Loans £'000	Net Debt £'000
Balance at 1 April 2009	26,009	8,732	(65)	34,676	(1,283)	(600,655)	(601,938)	(567,262)
Net cash inflow/(outflow)	(15,258)	(8,732)	(22)	(24,012)	(14,077)	63,787	49,710	25,698
Balance at 31 March 2010	10,751	-	(87)	10,664	(15,360)	(536,868)	(552,228)	(541,564)

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010

1 Principal accounting policies

The financial statements have been prepared in accordance with applicable Accounting Standards, including the Statement of Recommended Practice "Accounting by Registered Social Landlords" 2008 (the "SORP"), the Accounting Requirements for Registered Social Landlords General Determination 2006 and The Industrial and Provident Societies Acts 1965 to 2002.

The following accounting policies have been applied consistently in relation to the financial statements:

Basis of accounting

The financial statements have been prepared under the historical cost convention.

Consolidation

The Group is required by the Industrial and Provident Societies (Group Accounts) Regulations 1969 to prepare group accounts. The group accounts comprise those of the Company together with its subsidiaries, in accordance with the requirements of Financial Reporting Standard 2, "Accounting for Subsidiary Undertakings".

Managed undertakings are subsidiaries by virtue of the ability of the Company to control the composition of their Board and, in accordance with Financial Reporting Standards, the results of the undertakings are incorporated in the consolidated accounts.

In addition the accounts include the Group's and the Company's share of assets, liabilities and cash flows in unincorporated joint ventures, measured according to the interests of the respective parties, in accordance with Financial Reporting Standard 9, "Associates and Joint Ventures".

The Group financial statements have been prepared by consolidating the results of the entities which comprise the Group. The entities are controlled and managed by Boards and the Strategic Board has the power to remove all and appoint at least a majority of the Subsidiary Boards. Details of the individual entities can be found at note 29.

When a new entity joins the Group, if the business combination meets the definition of a merger under FRS6 - "Acquisitions and Mergers", the entity has been consolidated using the merger accounting method. Accordingly the results and cash flow of the combining entities are brought into the financial statements of the combined entity from the beginning of the financial year in which the combination occurred. The corresponding figures are restated by including the results of all entities for the previous period and their balance sheets for the previous balance sheet date. With merger accounting the carrying values of the assets and liabilities of the parties to the combination are not required to be adjusted to fair value on consolidation.

The amalgamation during the year of various entities into a single entity as described more fully in note 26 has been accounted for as a merger. Under merger accounting, all of the year end balances and results for the year are accounted for as if the company in its current format had existed in previous years. Consequently, comparatives have been restated.

If the business combination does not meet the tests for merger accounting under FRS6, then the acquisition is accounted for using acquisition accounting rules. This requires the new entity's assets and liabilities to be initially recognised at fair value with the excess or shortfall in net assets at fair value being recorded as negative or positive goodwill respectively. Negative goodwill arising on acquisitions is included within reserves and released to the income and expenditure account in the periods in which the fair values of monetary assets acquired in the acquisition are recovered either through depreciation or sale. The treatment adopted complies with the Statement of Recommended Practice 2008, 'Accounting by Registered Social Landlords', rather than FRS10.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

1 Principal accounting policies (continued)

Turnover

Turnover represents rental and service charge income, Supporting People income, gift aid, income from the sale of properties not held as fixed assets, management and other fees, and revenue based grants receivable from local authorities and from the Homes & Communities Agency.

Housing properties

The cost of housing properties includes the acquisition costs of freehold land and buildings; interest charges incurred during the development period; attributable rehabilitation costs and development overhead costs in bringing properties into working condition for their intended use. Attributable rehabilitation costs include works done to bring homes transferred from local authorities to the standards promised on transfer.

Interest on a fair proportion of total borrowings on development costs, less SHG in advance, is capitalised during the period of development.

Properties in the course of construction are stated at cost and transferred to housing properties when completed. At the balance sheet date, properties under construction include a provision for all costs certified to date including the amount of the sum retained by the company under the construction contract.

The Group has an ongoing stock reinvestment programme to improve the condition of its housing properties. Improvements are capitalised where these result in an enhancement of the economic benefits of the property. Such enhancement can occur if the improvements result in:

- An increase in rental income, or
- A material reduction in future maintenance costs from that assessed when the property was first acquired or constructed, or
- A significant extension of the life of the property, in excess of the standard of performance anticipated when the property was first acquired or developed.

Works to existing properties which fail to meet the above criteria are charged to the income and expenditure account.

Shared ownership

First tranche sales are included within turnover and the related portion of the cost of the asset recognised as operating costs. This therefore recognises a surplus or deficit arising on first tranche sales.

Depreciation of housing properties

No depreciation is charged on freehold land. Depreciation is charged so as to write down the cost of freehold housing properties, other than freehold land, to their estimated residual value on a straight-line basis over their remaining expected useful economic lives, as follows:

Houses: 80-150 years, depending on location, type and age of property
Flats: 40-150 years, depending on location, type and age of property.

Properties held on short and long leases are depreciated over their remaining estimated useful economic lives or the life of the lease, if shorter.

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

1 Principal accounting policies (continued)

Impairment

Impairment reviews are carried out in accordance with FRS 11. Where there is evidence of impairment, fixed assets are written down to their recoverable amount. Any such write down is charged to the income and expenditure account. Calculations for each significant scheme were performed by comparing the present value of expected cashflows to be generated by the scheme against the carrying values, and then comparing this to the internal subsidy agreed at Board level. If the deficiency in cashflow compared to carrying values was less than the internal subsidy, no impairment has been provided. If it was higher, then an impairment provision has been provided to the extent of the excess only.

Development overheads

Development overhead costs are capitalised to the extent that they are directly attributable to bringing schemes into working condition for their intended use. Such expenditure consists of in-house development, architect and surveyor costs (including the cost of own employees), and a proportion of the costs of staff in other departments who work on development activities.

SHG and other grants

Where Social Housing Grant (SHG) from the Homes & Communities Agency or Local Authorities, or a capital grant from another body, has been received as a contribution towards the capital costs of a scheme, such grants are shown on the face of the balance sheet as a deduction from the cost of housing properties.

Where SHG is received on items treated as revenue expenditure, e.g. elements of major repair expenditure, it is treated as a revenue grant and credited to the income and expenditure account and disclosed separately within the turnover note.

SHG and other capital grants may be repayable in certain circumstances, even where it has been treated as a revenue grant for accounting purposes, such as where the development of a property is not completed or the property is sold.

At the balance sheet date if the SHG or other grants received or receivable on the development programme as a whole are greater than gross cost, the difference is included in creditors falling due within one year and disclosed as SHG and other grants in advance.

Sale of housing properties

Where properties built for sale are disposed of during the year, the disposal proceeds are included in turnover and the attributable costs are included in cost of sale. The surplus or deficit from the disposal of housing properties held as fixed assets is accounted for on the face of the income and expenditure account. Property sales are recognised at the date of completion.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

1 Principal accounting policies (continued)**Other fixed assets**

Tangible fixed assets are stated at cost less accumulated depreciation.

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

Freehold offices	2% on cost
Furniture & office equipment	20% on cost
Computer hardware	25% on cost
Computer software	17 - 25% on cost
Motor vehicles	25% on cost
Office improvements	10 - 15% on cost
Leasehold properties	over term of lease

Recycled Capital Grant Fund & Disposal Proceeds Fund

The Company has the option to recycle capital grant (SHG or HAG) which would otherwise be repayable, for re-use on new developments within the Group. If unused within a three-year period, it will be repayable to the Homes and Communities Agency with interest. The development programme of the Group is such that the recycled grant will be re-used by the Group before it becomes repayable. Any unused recycled capital grant held within the capital grant recycling fund is disclosed in the balance sheet under "creditors due within 12 months" or "creditors repayable after 12 months" depending on the age of the funds concerned.

Stocks & WIP

Stocks and work in progress are split between fixed and current assets so that the amount in current assets is the lower of the costs and expected proceeds in proportion to the expected amount that will be sold and the stage of completion. Cost includes purchase price and, where appropriate, building costs, incidental costs of development and relevant interest payable. Work in progress includes the net cost of homes developed for other Registered Providers of Social Housing prior to transfer.

Sales & leaseback schemes

The Group has a leasehold interest in properties which have been subsequently leased back to the respective freeholders for the purpose of providing housing accommodation. The Group's net investment in these properties is disclosed in the balance sheet under "debtors - due after more than one year". The balance of the Group's investment in these properties is written down on a straight line basis over the remaining life of the Group's leasehold interest.

Supported housing managed by agencies

The treatment of income and expenditure in respect of supported housing projects depends on the nature of the partnership arrangements between the Group and its managing agents and on whether the Group carries the financial risk. Where the Group holds the support contract with the Supporting People Administering Authority and carries the financial risk, all the project's income and expenditure is included in the Group's income and expenditure account.

Where the agency holds the support contract with the Supporting People Administering Authority and carries the financial risk, the income and expenditure account includes only that income and expenditure which relates solely to the Group.

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

1 Principal accounting policies (continued)

Pension costs

The Group operates four defined benefit schemes and a Stakeholder Pension Scheme. The defined benefit schemes are set out below and are closed to new members.

Horizon Housing Group Pension Scheme

Local Government Pension Scheme – Kent County Council Scheme

Local Government Pension Scheme – East Sussex County Council Scheme

Pensions Trust - Social Housing Pension Scheme (SHPS)

The assets of the schemes are held separately from those of the Group.

In each case (except for SHPS), the pension scheme assets are measured using market values. Pension scheme liabilities are measured using a projected unit method and discounted at the current rate of return on a high quality corporate bond of equivalent term and currency to the liability.

The pension scheme surpluses (to the extent that they are recoverable) or deficits are recognised in full. The movement in the scheme surpluses/deficits is split between operating charges, finance items and, in the statement of total recognised gains and losses, actuarial gains and losses.

Social Housing Pension Scheme (SHPS)

The Group is unable to identify its share of the underlying assets and liabilities of the scheme on a consistent and reasonable basis and therefore, as required by FRS 17 'Retirement benefits', accounts for the scheme as if it were a defined contribution scheme. As a result, the amount charged to the income and expenditure account represents the contributions payable to the scheme in respect of the accounting period.

Stakeholder scheme

Employees have the option to join a Stakeholder Group Pension Plan, to which the Group makes a contribution of up to 10%. These contributions are accounted for as they become payable.

Leases

Assets held under finance leases are included in fixed assets and the capital element of the related lease commitment is shown as obligations under finance leases. The lease rentals are treated as consisting of capital and interest elements. The capital element is applied to reduce the outstanding obligations and the interest element is charged against profit over the period of the lease.

Payments under operating leases are charged to the income and expenditure account so as to match the costs incurred with the income generated over the lease term.

Deferred Financing Costs

Deferred financing costs represent the costs incurred in securing new borrowing facilities and are deducted from the value of the loans and amortised over the life of the loans to which they relate.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

1 Principal accounting policies (continued)

Corporation Tax and deferred taxation

No taxation is payable by AmicusHorizon Limited since it has charitable status and its activities are exempt from taxation. Taxation is chargeable on the activities of Crystal Palace Housing Association, AmicusHorizon Group Financing Limited, Lamborn Estates Limited, and Avenue Lettings and Management Limited and a provision is made for any taxation payable.

Deferred tax is recognised without discounting in respect of all timing differences between the treatment of certain items for taxation and accounting purposes which have arisen but not reversed by the balance sheet date, except as otherwise required by FRS19 'Deferred Tax'.

Service charge sinking fund

Charges which are made to leaseholders for the replacement of equipment within their estates are held in sinking funds which are ring-fenced for the use on those estates. Such sinking funds are disclosed on the balance sheet as creditors.

Value Added Tax

The Group is partially exempt from VAT. A small proportion of VAT is reclaimable but, because of the small amounts involved, expenditure is shown gross and the VAT recovered is included in sundry income.

Reserves

Designated reserves

As the use of designated reserves has been limited, and designated for specific purposes, i.e where expenditure is expected in a near future period, the Board has authorised the release of previously unused balances to the revenue reserves.

Restricted reserves

The restricted reserve represents charitable funds whose use is restricted by the donor.

Amortisation of negative goodwill

Negative goodwill arose on the acquisition of 1066 by the Group in October 2002. The negative goodwill will be transferred to the revenue reserves over the estimated useful economic life of the assets to which they relate.

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

2 Lettings and other related information

2 (a) Particulars of turnover, operating costs and operating surplus

GROUP	2010			2009		
	Turnover	Operating costs	Operating surplus/ (deficit)	Turnover	Operating costs	Operating surplus/ (deficit)
	£'000	£'000	£'000	£'000	£'000	£'000
Social housing lettings	130,370	(102,772)	27,598	125,751	(101,815)	23,936
Other social housing activities						
Supporting People contract income	4,931	(4,931)	-	5,097	(5,097)	-
Development services	-	(672)	(672)	-	(1,190)	(1,190)
Managed by others	3,263	(1,966)	1,297	2,680	(1,946)	734
Managed for others	130	(64)	66	1,423	(1,460)	(37)
Careline, emergency monitoring and out of hours service	513	(513)	-	651	(665)	(14)
Other	805	(774)	31	2	(480)	(478)
Sale of initial share to leaseholders	10,374	(11,856)	(1,482)	13,154	(11,891)	1,263
	20,016	(20,776)	(760)	23,007	(22,729)	278
Non social housing activities						
Residential care homes	-	-	-	522	(144)	378
Community activities	824	(1,272)	(448)	899	(1,778)	(879)
Market & sub-market renting	1,121	(1,216)	(95)	563	(523)	40
Commercial renting	1,537	(718)	819	1,572	(800)	772
Other	399	(247)	152	801	(492)	309
	3,881	(3,453)	428	4,357	(3,737)	620
Total	154,267	(127,001)	27,266	153,115	(128,281)	24,834

Total income received from supporting people charges was £4,931,000 (2009: £5,097,000)

Community activities includes grants received from the Big Lottery Fund of £243,176 (2009: £203,423) and related expenditure of £232,311 (2009: £187,542) for the following projects:

	£ Grant	£ Expenditure
Something Fishy	100,263	88,931
Get On	142,913	143,380
	243,176	232,311

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

2 Lettings and other related information

2 (a) Particulars of turnover, operating costs and operating surplus (continued)

COMPANY	2010			2009		
	Turnover	Operating costs	Operating surplus/ (deficit)	Turnover	Operating costs	Operating surplus/ (deficit)
	£'000	£'000	£'000	£'000	£'000	£'000
Social housing lettings	129,952	(102,767)	27,185	125,144	(101,464)	23,680
Other social housing activities						
Supporting People contract income	4,931	(4,931)	-	5,097	(5,097)	-
Development services	-	(672)	(672)	-	(1,190)	(1,190)
Services to Group companies	221	(221)	-	161	(161)	-
Careline	513	(513)	-	651	(665)	(14)
Gift Aid	544	-	544	381	-	381
Managed for others	130	(64)	66	1,423	(1,460)	(37)
Managed by others	3,263	(1,966)	1,297	2,680	(1,946)	734
Other	33	-	33	2	-	2
Sale of initial share to leaseholders	10,374	(11,856)	(1,482)	13,154	(11,891)	1,263
	20,009	(20,223)	(214)	23,549	(22,410)	1,139
Non social housing activities						
Residential care homes	-	-	-	522	(144)	378
Community activities	824	(1,272)	(448)	899	(1,778)	(879)
Sub-market renting	1,121	(1,216)	(95)	563	(523)	40
Commercial renting	1,537	(718)	819	1,572	(800)	772
Other	166	(44)	122	499	(257)	242
	3,648	(3,250)	398	4,055	(3,502)	553
Total	153,609	(126,240)	27,369	152,748	(127,376)	25,372

Total income received from supporting people charges was £4,931,000 (2009 : £5,097,000)

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Notes to the financial statements for the year ended 31 March 2010 (continued)

2 (b) Particulars of income and expenditure from social housing lettings

GROUP	Supported housing and				2010	2009
	General needs housing £'000	housing for older people £'000	Shared owner-ship £'000	Temporary social housing £'000	Total £'000	Total £'000
Rents receivable	89,675	11,060	6,702	8,679	116,116	113,938
Service charges receivable	2,957	3,667	2,518	58	9,200	7,625
Charges for support services	16	1,446	-	-	1,462	886
Net rental income	92,648	16,173	9,220	8,737	126,778	122,449
Other revenue grants	1,363	1,015	14	1,200	3,592	3,302
Turnover from social housing	94,011	17,188	9,234	9,937	130,370	125,751
Expenditure on letting activities						
Services	3,227	3,987	2,341	119	9,674	9,524
Management	23,286	4,730	2,260	2,593	32,869	37,158
Routine maintenance	13,699	1,427	132	1,039	16,297	16,044
Bad debts	530	73	21	(59)	565	1,089
Planned maintenance	26,221	3,882	-	269	30,372	19,155
Lease rentals	19	21	-	6,558	6,598	8,735
Care & support	-	-	-	-	-	132
Impairment of housing properties	-	-	-	-	-	5,577
Impairment of office construction costs	-	-	-	-	-	1,047
Depreciation of housing properties	5,366	339	567	125	6,397	3,354
Operating costs on social housing	72,348	14,459	5,321	10,644	102,772	101,815
Operating surplus/(deficit) on social housing lettings	21,663	2,729	3,913	(707)	27,598	23,936
Void losses	(1,063)	(901)	(53)	(793)	(2,810)	(2,536)

Depreciation of housing properties includes £1,726,000 (2009: £Nil) of accelerated depreciation to write down the building element to £Nil for a number of demolished housing for older people schemes.

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Notes to the financial statements for the year ended 31 March 2010 (continued)

2 (b) Particulars of income and expenditure from social housing lettings (continued)

COMPANY	General needs housing £'000	Supported housing and for Older People £'000	Shared owner- ship £'000	Temporary social housing £'000	2010 Total £'000	2009 Total £'000
Rents receivable net of identifiable service charges	89,675	11,060	6,200	8,679	115,614	113,476
Service charges receivable	2,957	3,667	2,359	58	9,041	7,480
Charges for support services	16	1,446	-	-	1,462	886
Rent from subsidiary undertakings	22	-	-	-	22	-
Net rental income	92,670	16,173	8,559	8,737	126,139	121,842
Revenue grant from local authorities and other agencies	1,584	1,015	14	1,200	3,813	3,302
Turnover from social housing	94,254	17,188	8,573	9,937	129,952	125,144
Expenditure on letting activities						
Services	3,227	3,987	2,227	119	9,560	9,413
Management	23,507	4,730	2,034	2,593	32,864	37,232
Routine maintenance	13,699	1,427	131	1,039	16,296	18,044
Bad debts	530	73	(3)	71	671	1,097
Planned maintenance	26,221	3,882	-	269	30,372	17,153
Care & support	-	-	-	-	-	132
Rent/lease charges and other costs	41	21	-	6,558	6,620	8,735
Impairment of housing properties	-	-	-	-	-	5,577
Impairment of office construction costs	-	-	-	-	-	1,047
Depreciation of housing properties	5,366	339	554	125	6,384	3,034
Operating costs on social housing	72,591	14,459	4,943	10,774	102,767	101,464
Operating surplus /(deficit) on social housing lettings	21,663	2,729	3,630	(837)	27,185	23,680
Void losses	(1,063)	(901)	(53)	(793)	(2,810)	(2,517)

Depreciation of housing properties includes £1,726,000 (2009: £Nil) of accelerated depreciation to write down the building element to £Nil for a number of demolished housing for older people schemes.

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Notes to the financial statements for the year ended 31 March 2010 (continued)

3 Directors' emoluments

The directors are defined for the purpose of this note as members of the Board, the Chief Executive and any other person who is a member of the senior management team.

The emoluments of the 4 (2009: 6) Executive Officers were:

	2010 £'000	2009 £'000
Emoluments (including benefits in kind)	588	264
Pension contributions	51	34
	639	298
Compensation for loss of office	-	105
Emoluments (excluding pension contributions) paid to the highest paid director. The Chief Executive was the highest paid director in 2009/10. The Chief Executive did not serve a full year in 2008/09	189	88
The Chief Executive is a member of the AmicusHorizon money purchase scheme and a contribution of £17,500 (2009: £8,000) was made to this scheme on his behalf. During 2009/10 one director (2009 eight) was provided under an interim management contract with a total cost of:	59	917

Board members received emoluments of £81,000 during the year (2009: £48,000).

4 Employee information

The average full time equivalent (FTE) number of employees during the year including the executive directors was:

	GROUP		COMPANY	
	2010 FTE	2009 FTE	2010 FTE	2009 FTE
FTE number of employees	852	895	852	895
The aggregate cost of employing these staff was:	£'000	£'000	£'000	£'000
Wages & salaries	24,170	23,982	22,376	22,619
Social security costs	2,242	2,205	2,109	2,113
Pension costs	3,498	3,085	3,375	2,919
Redundancy costs	418	1,635	418	1,635
	30,328	30,907	28,278	29,286

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

5 Surplus/(deficit) for the year

	GROUP		COMPANY	
	2010	2009	2010	2009
	£'000	£'000	£'000	£'000
The surplus/(deficit) is stated after charging:				
Depreciation	8,056	5,326	8,042	5,309
Impairment of housing properties	-	5,577	-	5,577
Impairment of office construction costs	-	1,047	-	1,047
Exceptional item - pension costs (see note 33)	1,102	-	1,102	-
Exceptional item - amalgamation costs (see note 9)	-	2,798	-	2,798
Auditors' remuneration:				
in respect of audit services	137	145	131	139
in respect of other services	7	189	7	-
Operating lease charges – plant & machinery	150	235	142	227
Operating lease charges – land & buildings	472	2,375	445	2,350

Exceptional item - pension costs of £1,102,000 (2009: Nil) relates to a section 75 buy out debt following cessation of membership of the London Pensions Fund Authority pension scheme.

6 Net proceeds from sale of fixed assets

	GROUP		COMPANY	
	2010	2009	2010	2009
	£'000	£'000	£'000	£'000
Sales proceeds	14,652	10,262	14,444	10,015
Cost of sales	(7,616)	(4,364)	(7,535)	(4,285)
	<u>7,036</u>	<u>5,898</u>	<u>6,909</u>	<u>5,730</u>

7 Interest receivable

	GROUP		COMPANY	
	2010	2009	2010	2009
	£'000	£'000	£'000	£'000
Other interest receivable	<u>236</u>	<u>211</u>	<u>236</u>	<u>204</u>

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Notes to the financial statements for the year ended 31 March 2010 (continued)

8 Interest payable and similar charges

	GROUP		COMPANY	
	2010 £'000	2009 £'000	2010 £'000	2009 £'000
On bank loans, overdrafts and other loans:				
repaid during the year	97	1,232	97	1,226
repayable within 5 years	4,528	8,222	473	506
repayable after more than 5 years	25,857	24,479	899	4,266
	30,482	33,933	1,469	5,998
On loans from fellow subsidiary undertakings:				
repayable within 5 years	-	-	4,055	7,735
repayable after more than 5 years	-	-	24,958	20,212
	-	-	29,013	27,947
Total interest charges	30,482	33,933	30,482	33,945
Other interest payable	670	247	670	207
Finance costs in the pension scheme	1,801	1,398	1,801	1,398
Loan interest capitalised on developments	(993)	(4,210)	(993)	(4,210)
Total interest charges	31,960	31,368	31,960	31,340

9 Exceptional item

During 2008/09 AmicusHorizon undertook a major restructuring in anticipation of amalgamation of most of the subsidiaries into a single entity. The amalgamation was planned for 1 April 2009, but was delayed. However, the organisational structure of the business had been restructured to reflect the amalgamation.

10 Taxation

AmicusHorizon Limited is a charitable housing association and is not liable to Corporation Tax on its charitable activities. Six subsidiaries, Amicus Group Limited, Avenue Lettings & Management Limited, Crystal Palace Housing Association (CPHA), AmicusHorizon Group Financing Limited, Lamborn Estates Limited and SLD Architects & Surveyors Limited, are subject to Corporation Tax.

A reconciliation between Corporation Tax at the standard rate on the surplus on ordinary activities and the actual tax charge has not been provided due to the charitable status of AmicusHorizon Limited and most of its subsidiaries.

The tax recognised in the income and expenditure account represents a credit of £28,000 for Lamborn Estates and a charge of £1,000 for CPHA.

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Notes to the financial statements for the year ended 31 March 2010 (continued)

11A Tangible fixed assets – housing properties GROUP

	Housing properties held for letting £'000	Completed shared ownership schemes £'000	Schemes under construction £'000	Total £'000
Cost				
At 1 April 2009	1,028,453	158,338	48,154	1,234,945
Transfer to current assets	-	(2,870)	(2,235)	(5,105)
Transfer between tenure	(267)	267	-	-
Additions during year	91	-	24,932	25,023
Improvements	9,732	-	-	9,732
Transfer on completion	22,018	22,344	(44,362)	-
Disposals during year	(1,938)	(4,178)	-	(6,116)
At 31 March 2010	1,058,089	173,901	26,489	1,258,479
Depreciation				
At 1 April 2009	36,628	1,640	-	38,268
Charge for year	5,665	568	-	6,233
Disposals during year	(185)	(63)	-	(248)
At 31 March 2010	42,108	2,145	-	44,253
Provision for impairment				
At 1 April 2009	481	-	5,596	6,077
Provided during year	1,603	1,483	(3,086)	-
At 31 March 2010	2,084	1,483	2,510	6,077
Cost less depreciation and impairment	1,013,897	170,273	23,979	1,208,149
Social Housing Grant				
At 1 April 2009	470,542	51,248	18,493	540,283
Receivable during year	152	(152)	14,877	14,877
Transferred on completion	11,650	6,298	(17,948)	-
Disposals during year	(349)	(1,267)	-	(1,616)
At 31 March 2010	481,995	56,127	15,422	553,544
Other grants				
At 1 April 2009 and 31 March 2010	3,488	9,127	544	13,159
Net Book Value				
At 31 March 2010	528,414	105,019	8,013	641,446
At 31 March 2009	517,314	96,323	23,521	637,158

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Notes to the financial statements for the year ended 31 March 2010 (continued)

11A Tangible fixed assets – housing properties GROUP (continued)

The cost of land included in the above which is not subject to depreciation is £205 million (2009: £203 million). The net book value of leasehold land and buildings included above is £34 million (2009: £34 million).

Additions to housing properties in the course of construction during the year included capitalised interest of £1.0 million (2009: £4.2 million) at an average interest rate during the year of 5.8% (2009: 5.8%).

The total expenditure on works to existing properties during the year was £40.1 million (2009: £24.8 million), of which £9.7 million (2009: £7.7 million) was capitalised.

11B Tangible fixed assets – housing properties – COMPANY

	Housing properties held for letting £'000	Completed shared ownership £'000	Schemes under construction £'000	Total £'000
Cost				
At 1 April 2009	1,028,453	150,229	51,586	1,230,268
Additions during year	91	-	21,500	21,591
Improvements	9,732	-	-	9,732
Transfer to current assets	-	(2,870)	(2,235)	(5,105)
Transfer on completion	22,018	22,344	(44,362)	-
Disposals during year	(1,938)	(4,098)	-	(6,036)
Transfer between tenure	(267)	267	-	-
At 31 March 2010	1,058,089	165,872	26,489	1,250,450
Depreciation				
At 1 April 2009	36,628	1,550	-	38,178
Charge for year	5,665	554	-	6,219
Disposals	(185)	(62)	-	(247)
At 31 March 2010	42,108	2,042	-	44,150
Provision for impairment				
At 1 April 2009	481	-	5,596	6,077
Provided during year	1,603	1,483	(3,086)	-
At 31 March 2010	2,084	1,483	2,510	6,077
Cost less depreciation and impairment	1,013,897	162,347	23,979	1,200,223

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Notes to the financial statements for the year ended 31 March 2010 (continued)

11B Tangible fixed assets – housing properties – COMPANY (continued)

	Housing properties held for letting £'000	Completed shared ownership £'000	Schemes under construction £'000	Total £'000
Social Housing Grant				
At 1 April 2009	470,542	45,267	18,493	534,302
Received during year	152	(152)	14,877	14,877
Transferred on completion	11,650	6,298	(17,948)	-
Disposals during year	(349)	(1,206)	-	(1,555)
At 31 March 2010	481,995	50,207	15,422	547,624
Other grants				
At 1 April 2009 and 31 March 2010	3,488	9,127	544	13,159
Net Book Value				
At 31 March 2010	528,414	103,013	8,013	639,440
At 31 March 2009	517,314	94,285	26,953	638,552

The cost of land included in the above which is not subject to depreciation is £205 million (2009: £203 million). The net book value of leasehold land and buildings included above is £34 million (2009: £34 million).

Additions to housing properties in the course of construction during the year included capitalised interest of £1.0 million (2009: £4.2 million) at an average interest rate during the year of 5.8% (2009: 5.8%).

The total expenditure on works to existing properties during the year was £40.1 million (2009: £24.8million), of which £9.7 million (2009: £7.7million) was capitalised.

12 Social Housing Grant and other capital grant

Total social housing grant and other grant receivable to date is as follows:

	GROUP 2010 £'000	COMPANY 2010 £'000
SHG and other capital grants deducted from housing properties – cost	566,703	560,783
Add: Cumulative amount credited to income & expenditure account	10,898	10,414
	577,601	571,197

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Notes to the financial statements for the year ended 31 March 2010 (continued)

13A Tangible fixed assets – other fixed assets – GROUP

	Land & buildings £'000	Furniture & office equipment £'000	Computer equipment & software £'000	Motor vehicles £'000	Total £'000
Cost					
At 1 April 2009	15,001	6,252	4,718	136	26,107
Additions during year	145	11	526	-	682
Disposal during year	(1,047)	-	-	-	(1,047)
At 31 March 2010	14,099	6,263	5,244	136	25,742
Grant funding					
At 1 April 2009 & 31 March 2010	432	-	-	-	432
Depreciation					
At 1 April 2009	2,537	3,528	3,076	98	9,239
Charge for year	367	565	877	14	1,823
At 31 March 2010	2,904	4,093	3,953	112	11,062
Impairment					
At 1 April 2009	1,047	-	-	-	1,047
Disposal during year	(1,047)	-	-	-	(1,047)
At 31 March 2010	-	-	-	-	-
Net book value					
At 31 March 2010	10,763	2,170	1,291	24	14,248
At 31 March 2009	10,985	2,724	1,642	38	15,389

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

13B Tangible fixed assets – other fixed assets – COMPANY

	Land & buildings £'000	Furniture & office equipment £'000	Computer equipment & software £'000	Motor vehicles £'000	Total £'000
Cost					
At 1 April 2009	15,001	6,246	4,718	122	26,087
Additions during year	145	11	526	-	682
Disposal during year	(1,047)	-	-	-	(1,047)
At 31 March 2010	14,099	6,257	5,244	122	25,722
Grant funding					
At 1 April 2009 & 31 March 2010	432	-	-	-	432
Depreciation					
At 1 April 2009	2,537	3,522	3,076	84	9,219
Charge for year	367	565	877	14	1,823
At 31 March 2010	2,904	4,087	3,953	98	11,042
Impairment					
At 1 April 2009	1,047	-	-	-	1,047
Disposal during year	(1,047)	-	-	-	(1,047)
At 31 March 2010	-	-	-	-	-
Net book value					
At 31 March 2010	10,763	2,170	1,291	24	14,248
At 31 March 2009	10,985	2,724	1,642	38	15,389

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Notes to the financial statements for the year ended 31 March 2010 (continued)

14 Stocks and work in progress

	GROUP Schemes under development for other associations £'000	COMPANY Schemes under development for other associations £'000
Cost		
At 1 April 2009	10,709	8,064
Additions during year	232	232
Disposals during year	(8,764)	(6,119)
At 31 March 2010	2,177	2,177
Less: grants receivable		
Social Housing Grant		
At 1 April 2009	4,771	4,771
Additions during year	301	301
Disposals during year	(3,707)	(3,707)
At 31 March 2010	1,365	1,365
Net Book Value		
At 31 March 2010	812	812
At 31 March 2009	5,938	3,293

	GROUP		COMPANY	
	2010 £'000	2009 £'000	2010 £'000	2009 £'000
1st Tranche sales				
Completed	1,503	4,263	1,503	4,263
Under construction	2,945	5,462	2,945	5,462
	4,448	9,725	4,448	9,725

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Notes to the financial statements for the year ended 31 March 2010 (continued)

15 Debtors

	GROUP		COMPANY	
	2010	2009	2010	2009
	£'000	£'000	£'000	£'000
Amounts receivable after more than one year				
Leaseback schemes	2,612	3,305	2,612	3,305
Service charge debtor	1,126	1,221	1,126	1,221
Loan receivable – Knights Foyer	90	210	90	210
	3,828	4,736	3,828	4,736
Amounts receivable within one year				
Rental debtors	11,754	11,184	11,628	11,127
Provision for bad and doubtful debts	(4,955)	(4,875)	(4,915)	(4,860)
	6,799	6,309	6,713	6,267
Social Housing Grant receivable	976	49	976	49
Trade debtors	399	2,345	349	2,254
Other debtors	1,521	2,981	1,518	2,977
Amounts owed by subsidiary undertakings	-	-	157	7,846
Prepayments and accrued income	2,721	3,449	2,716	3,426
	12,416	15,133	12,429	22,819

16 Cash at bank and in hand

Group cash balances include £4,287,000 (2009: £4,550,000) held in separate accounts for sinking funds on behalf of leaseholders.

17 Creditors: amounts falling due within one year

	GROUP		COMPANY	
	2010	2009	2010	2009
	£'000	£'000	£'000	£'000
Corporation tax	116	98	-	-
Interest payable	2,970	3,136	2,970	3,137
Loan repayments	1,360	1,283	1,360	1,283
Taxation and social security	363	347	336	208
Rent paid in advance	3,139	3,332	3,129	3,321
Trade creditors	6,431	3,668	6,431	3,636
Other creditors and accruals	26,795	15,287	26,753	15,192
Service charge creditor	4,137	4,502	4,137	4,502
Bank overdraft	87	65	87	65
Disposal proceeds fund	593	854	593	854
Amounts due to subsidiary undertakings	-	-	99	-
Recycled capital grant fund	1,342	1,737	1,099	1,544
	47,333	34,309	46,994	33,742

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Notes to the financial statements for the year ended 31 March 2010 (continued)

18 Creditors: amounts falling due after more than one year

	GROUP		COMPANY	
	2010	2009	2010	2009
	£'000	£'000	£'000	£'000
Housing loans:				
Conventional loans and debentures	538,747	583,348	538,747	583,348
Index linked loans	13,959	17,119	13,959	17,119
Deferred interest loans	129	171	129	171
Deferred financing costs	(1,984)	(2,066)	(1,984)	(2,066)
Total housing loans due after more than one year	550,851	598,572	550,851	598,572
Other creditors falling due after more than one year:				
PSL handback & lease premium grant subsidy	2,956	3,050	2,956	3,050
Service charge creditor	3,050	1,857	2,807	1,647
Recycled capital grant fund	2,909	3,662	2,769	3,340
Disposal proceeds fund	153	338	153	338
Other creditors	282	1,291	282	1,291
Creditors due after more than one year	560,201	608,770	559,818	608,238

19 Creditors: housing loans due after more than one year

	GROUP		COMPANY	
	2010	2009	2010	2009
	£'000	£'000	£'000	£'000
Housing loans are repayable as follows:				
One to two years	122,207	1,372	122,207	1,372
Two to five years	5,019	304,722	5,019	304,722
More than five years	425,609	294,544	425,609	294,544
	552,835	600,638	552,835	600,638
Loans repayable by instalments, some of which fall due to be repaid in more than five years:				
Conventional loans	421,824	471,792	421,824	471,792
Index linked loans	13,959	17,119	13,959	17,119
Deferred interest loans	129	171	129	171
	435,912	489,082	435,912	489,082
Loans repayable after more than one year, other than by instalments:				
Conventional loans and debentures	116,923	111,556	116,923	111,556
Total	552,835	600,638	552,835	600,638

The Group has interest rate swap agreements in place to hedge against the risk of interest rate increases in its floating rate debt. Of the total fixed rate debt of £414.2 million, £249.8 million is hedged by swaps which have been fixed for periods ranging from 1 to 22 years. The Group has undrawn

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

19 Creditors: housing loans due after more than one year (continued)

committed loan facilities of £94 million. The undrawn facilities are fully secured and therefore funds can be drawn down at short notice. Of the total loan facilities £190 million are on a revolving basis which allows the Group to draw and repay variable loans when surplus cash becomes available.

20 Recycled Capital Grant Fund (RCGF) and Disposal Proceeds Fund (DPF)

	GROUP		COMPANY	
	RCGF £'000	DPF £'000	RCGF £'000	DPF £'000
Opening balance at 1 April 2009	5,399	1,192	4,884	1,192
Grants recycled	1,144	113	1,082	113
Transferred from other Group members	-	-	194	-
Interest accrued	25	3	25	3
New developments and repairs to existing properties	(2,317)	(562)	(2,317)	(562)
Closing balance at 31 March 2010	4,251	746	3,868	746
Amount due for repayment to the Homes and Communities Agency				
Within 1 year	1,342	593	1,099	593
Within 2 to 3 years	2,909	153	2,769	153
	4,251	746	3,868	746

21 Non-equity share capital

	COMPANY	
	2010 £	2009 £
Shares of £1 issued and fully paid		
At 1 April	540	556
Issued in year	-	1
Cancelled in year	(111)	(17)
At 31 March	429	540

Every member of the Company holds one share of £1. These shares carry no dividend rights and, on cessation of membership of the Company, are cancelled and the amount paid becomes the property of the Company. Each member has the right to vote at members' meetings.

22 Negative Goodwill - Group and Company

	£'000
At 1 April 2009	27,107
Amortisation of negative goodwill	(325)
At 31 March 2010	26,782

Financial statements 2009/10

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

23 Designated reserves

	GROUP £'000	COMPANY £'000
Major repair reserves		
At 1 April 2009	168	168
Transfer to revenue reserve	-	-
At 31 March 2010	168	168
Neighbourhood furniture store designated reserve		
At 1 April 2009	88	-
Transfer to revenue reserve	7	-
At 31 March 2010	95	-
Total designated reserves at 31 March 2010	263	168
Total designated reserves at 31 March 2009	256	168

24 Restricted reserves

	GROUP £'000	COMPANY £'000
At 1 April 2009	56	56
Transfer from revenue reserve	10	-
At 31 March 2010	66	56

25 Income & expenditure reserve

	GROUP		COMPANY	
	2010 £'000	2009 £'000	2010 £'000	2009 £'000
Balance at 1 April 2009	29,376	18,601	27,415	16,163
Surplus/(deficit) for the year	2,605	(3,309)	2,554	(2,832)
Actuarial (loss)/gain on pension scheme	(14,941)	1,374	(14,941)	1,374
Transfer to restricted reserves	(10)	-	-	-
Transfer (to)/from designated reserves	(7)	12,388	-	12,388
Amortisation of negative goodwill	325	322	325	322
Balance at 31 March 2010	17,348	29,376	15,353	27,415

The income and expenditure reserve comprises

Income and expenditure reserve excluding pension liability	53,217	52,322	51,222	50,361
Pension liability	(35,869)	(22,946)	(35,869)	(22,946)
	17,348	29,376	15,353	27,415

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

26 Amalgamation

In October 2009 seven Group companies amalgamated, the accounting changes are as follows.

	AH	SLFHA	Rother	1066	CASA	Southern Horizon	Swale	Consolidation adjustments	Total
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Fixed assets	218,752	127,466	107,779	92,190	1,367	33,179	234,427	(159,431)	655,729
Net assets/(liabilities)	29,684	(2,222)	(4,894)	321	58	1,777	7,265	-	31,989
Creditors greater than one year	(218,168)	(115,982)	(55,372)	(36,943)	(115)	(32,944)	(165,961)	17,247	(608,238)
Pension liability	(14,990)	-	(2,026)	(2,510)	-	-	(3,420)	-	(22,946)
Designated reserves	160	-	-	-	8	-	-	-	168
Restricted reserves	-	-	-	-	8	-	48	-	56
Investment in Lamborn estates transferred to housing properties	-	-	-	-	-	-	-	(1,788)	(1,788)
Negative goodwill	-	-	-	-	-	-	-	27,107	27,107
Revaluation reserve	-	-	30,851	43,884	-	-	94,646	(169,381)	-
Reserves	(15,118)	(9,262)	(14,636)	(9,174)	(1,294)	(2,012)	22,383	1,698	27,415

The consolidation adjustments are principally to restate properties at historic cost instead of valuation or fair value.

27 Capital commitments

	GROUP		COMPANY	
	2010 £'000	2009 £'000	2010 £'000	2009 £'000
Capital expenditure which has been contracted for but not provided for in the financial statements	10,341	43,285	10,341	43,285
Capital expenditure which has been authorised by the Board but not yet contracted for	12,005	-	12,005	-

The amount contracted for at 31 March 2010 will be funded from grants approved by the Homes and Communities Agency (approx 53%) or will be financed from private loans (approx 18%) and sales (approx 29%). The Board expects that the expenditure it has authorised will be fully financed by grants or from private loans. Under regulations approved by the Board, expenditure to certain levels may be authorised by appropriate officers, and such authorised expenditure is included above.

Financial statements 2009/10

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

28 Financial Commitments

At 31 March 2010 annual commitments under non-cancellable operating leases are as follows:

	GROUP		COMPANY	
	2010 £'000	2009 £'000	2010 £'000	2009 £'000
Land and buildings				
Leases expiring within one year	903	1,547	903	1,547
Two to five years	3,952	3,175	3,925	3,152
Over five years	432	850	432	850
	5,287	5,572	5,260	5,549
Other				
Leases expiring within one year	80	51	80	51
Two to five years	123	154	123	154
	203	205	203	205
Total	5,490	5,777	5,463	5,754

29 Subsidiary undertakings and joint ventures

The following managed undertakings are subsidiaries by virtue of the ability of the Company to control the composition of their Board and, in accordance with financial reporting standards, the results of the undertakings are incorporated in the consolidated accounts. Where indicated, subsidiaries are Registered Providers of Social Housing (RPSH).

Name of undertaking	Country of registration	Principal activity
Amicus Group Limited	UK RPSH	Support services for Group
AmicusHorizon Group Financing Limited	UK	Group financing vehicle
Avenue Lettings & Management Limited	UK	Dormant
Crystal Palace Housing Association Limited	UK RPSH	Shared ownership
The Fresh Visions People Limited	UK Charity	Registered charity
Lamborn Estates Limited	UK	Property development
Nightingale Housing Association Limited	UK RPSH	Dormant
SLD Architects & Surveyors Limited	UK	Dormant
Thameside Housing Association Limited	UK RPSH	Dormant

The Company has entered into a joint agreement with two other Registered Providers of Social Housing to own and manage St Martin's Estate in Lambeth. The Company's share of 41.3% is incorporated in the consolidated accounts.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

30 Accommodation in management

	GROUP		COMPANY	
	2010	2009	2010	2009
Social housing accommodation in management				
Permanent housing units and bed spaces	21,678	21,562	21,678	21,562
Permanent housing units and bed spaces St Martins	348	348	348	348
Leaseback schemes	191	231	191	231
Temporary housing units	1,097	1,288	1,097	1,288
Hostel units and bed spaces	373	408	373	408
Low cost home ownership	3,214	3,131	2,895	2,808
	26,901	26,968	26,582	26,645
Non social housing accommodation in management				
Housing accommodation let at market rents	125	125	125	125
Managed for others	22	209	22	209
Leaseholders	665	652	665	652
	812	986	812	986
Managed by agencies	461	477	461	477

	GROUP		COMPANY	
	2010	2009	2010	2009
St Martins Estate				
AmicusHorizon owns 41.3% of St Martins Estate.				
The following are total unit numbers managed by St Martins:				
Managed for rent	856	860	856	860
Leaseholders	351	347	351	347
Managed on behalf of Metropolitan Housing Trust	25	25	25	25
	1,232	1,232	1,232	1,232
Accommodation managed by others				
Number of units of accommodation managed by others				
At 1 April	477	580	477	580
At 31 March	461	477	461	477

31 Related party transactions

The Association has taken advantage of the exemption conferred by FRS8 para. 3(c) not to disclose transactions with group undertakings eliminated on consolidation.

The tenancies of Tenant Board members are on normal commercial terms.

32 Legislative provisions

The Association is incorporated under the Industrial and Provident Societies Act 1965.

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

33 Pension commitments

AmicusHorizon Limited operates four defined benefit schemes for its employees, Social Housing Pension Scheme (SHPS), Horizon Housing Group Pension Scheme (HHGPS) and two Local Government Pension Schemes: East Sussex County Council Pension Fund (ESCC) and Kent County Council Scheme (KCCS). The assets of the schemes are held separately from those of the Company and are managed by trustees. The contributions are determined on the basis of triennial valuations using the projected unit method. AmicusHorizon ceased membership of the London Pensions Fund Authority pension scheme in 2009/10 following the last active employee leaving AmicusHorizon. This crystallised the Section 75 buy out debt which was paid during 2009/10. This resulted in a cessation event requiring a payment of £3.2m of which £1.102m has been charged to the income & expenditure account in 2009/10.

Having adopted Financial Reporting Standard 17 "Retirement benefits" (FRS 17) our proportion of the assets and liabilities of the scheme are recognised on the balance sheet. In addition, current service costs and net financial returns are included in the income and expenditure account in the period to which they relate. Actuarial gains and losses are included in the statement of total recognised gains and losses.

The pension scheme deficits of each scheme are recognised in full in these financial statements with the exception of SHPS. The movement in the scheme deficit is split between operating charges, finance charges and in the statement of total recognised surpluses and deficits, actuarial gains and losses.

SHPS - the pensions trust

SHPS is a multi employer scheme which is unable to identify the share of scheme assets and liabilities relating to AmicusHorizon on a consistent and reasonable basis. Therefore in accordance with FRS17 'Retirement Benefits' the scheme has been accounted for in these financial statements as if it were a defined contribution scheme. The scheme is funded and is contracted out of the state scheme.

During the year the Association paid contributions at the rate of 11.7%. Member contributions varied between 3.1% and 6.1% depending on their age.

Following a change of legislation in September 2005 there is a potential debt on the employer that could be levied by the Trustee of the Scheme. The debt is due in the event of the employer ceasing to participate in the Scheme or the Scheme winding up. The debt for the Scheme as a whole is calculated by comparing the liabilities for the Scheme (calculated on a buy-out basis i.e. the cost of securing benefits by purchasing annuity policies from an insurer, plus an allowance for expenses) with the assets.

The leaving employer's share of the buy-out debt is the proportion of the scheme's liability attributable to employment with the leaving employer compared to the total amount of the Scheme's liabilities (relating to employment with all the currently participating employers). The leaving employer's debt therefore includes a share of any "orphan" liabilities in respect of previously participating employers. The amount of the debt therefore depends on many factors including total Scheme liabilities, Scheme investment performance, the liabilities in respect of current and former employees of the employer, financial conditions at the time of the cessation event and the insurance buy-out market. The amounts of debt can therefore be volatile over time.

When the last active member of a defined benefit pension scheme ceases to be in employment, additional liabilities may be incurred from the requirement to settle the liability on a different basis to its measurement in the financial statements under FRS 17. Any such additional liabilities are recognised only at the point at which the Company is demonstrably committed to actions that will make such a cessation event inevitable. Until then, the respective pension liabilities are recognised in accordance with FRS 17.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

33 Pension commitments (continued)

Principal assumptions

In accordance with FRS 17 disclosure of certain information concerning assets, liabilities, income and expenditure relating to pension schemes is required. These are summarised below:

Triennial valuations

The triennial valuations for each scheme were last undertaken at 31 March 2009 for the ESCC and KCC schemes and at 31 March 2008 for HHGPS.

Investment returns

The return on each fund in terms of market value for the year to 31 March 2009 is estimated based on actual returns as provided by the Administering Authority and index returns where necessary. Details are given below:

Actual return for period from 1 April 2008 to 31 December 2008	(10.6%) - (12.8%)
Estimated return for period from 1 April 2008 to March 2009	(17.4%) - (19.5%)

Split of plan assets

The major categories of plan assets as a percentage of total plan assets are as follows:

Year Ended	Range	
	31 March 2010	31 March 2009
Equities	66% - 76%	57% - 76%
Bonds	5% - 17%	10% - 17%
Property	7% - 9%	8% - 25%
Cash	4% - 14%	6% - 8%

Mortality

Life expectancy is based on the PFA92 and PMA92 tables, projected to calendar year 2033 for non pensioners and 2017 for pensioners. Based on these assumptions, the average future life expectancies at age 65 are summarised below:

	Range	
	Males	Females
Current Pensioners	20.8 - 21.5 years	24.1 - 24.4 years
Future Pensioners	22.3 - 22.6 years	25.5 - 25.7 years

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

33 Pension commitments (continued)

Financial assumptions

The main financial assumptions at 31 March each year were as follows:

Range	31 March 2010	31 March 2009	31 March 2008	31 March 2007	31 March 2006
Rate of general long term increase in salaries	4.9% - 5.4%	4.5% - 4.6%	4.5% - 5.1%	4.5% - 4.7%	3.9% - 4.6%
Rate of increase in pensions in payment	3.9% - 4.0%	3.1% - 3.6%	3.6%	3.1% - 3.2%	3.0% - 3.1%
Rate of increase to deferred pensions	2.5% - 5.5%	6.9%	6.9%	5.4%	4.9%
Discount rate	5.5% - 5.7%	5.5% - 6.9%	5.6% - 6.9%	5.0% - 5.4%	4.9% - 5.0%
Inflation assumption	3.9% - 4.0%	3.1% - 3.6%	3.6%	3.1% - 3.2%	3.0% - 3.1%

The assumptions used by the actuary are the best estimates chosen from a range of possible actuarial assumptions, which, due to the timescale covered, may not necessarily be borne out in practice.

Expected long term rates of return at 31 March each year

Range	Long term rate of return 31 March 2010	Long term rate of return 31 March 2009	Long term rate of return 31 March 2008	Long term rate of return 31 March 2007	Long term rate of return 31 March 2006
Equities	6.0% - 7.5%	5.5% - 7%	6.1% - 7.7%	6.3% - 7.8%	6.0% - 7.4%
Bonds	4.5% - 10.0%	4.0% - 5.5%	4.6% - 6.3%	4.8% - 6.4%	4.5% - 6.0%
Property	5.0% - 5.5%	4.5% - 6.0%	5.1% - 6.7%	5.3% - 6.8%	5.0% - 6.5%
Cash	0.5% - 3.0%	4% - 5.0%	4.8% - 5.25%	4.9% - 5.25%	4.5% - 4.6%

Balance Sheet

Year ended	31 March 2010 £'000	31 March 2009 £'000
Fair value of employer assets	52,027	39,686
Present value of funded liabilities	(87,432)	(62,172)
Net liabilities in funded plans	(35,405)	(22,486)
Present value of unfunded liabilities	(464)	(460)
Net liability	(35,869)	(22,946)

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

33 Pension commitments (continued)
Funding position at 31 March

	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000	31 March 2006 £'000
Share of assets	52,027	39,686	49,706	51,920	47,938
Estimated funded liabilities	(87,896)	(62,632)	(73,277)	(75,360)	(71,682)
Deficit	(35,869)	(22,946)	(23,571)	(23,440)	(23,744)

Analysis of amounts charged to Operating Surplus for each year ended 31 March

	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000	31 March 2006 £'000
Current service cost	1,094	1,348	1,914	2,112	1,792
Past service cost	-	160	53	-	(253)
Gains/losses on settlements or curtailments	-	-	-	13	-
Total operating charge	1,094	1,508	1,967	2,125	1,539

Analysis of amount charged to interest payable and similar charges for each year ended 31 March

	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000	31 March 2006 £'000
Expected return on employer assets	1,818	3,084	3,319	2,910	2,462
Interest on pension scheme liabilities	(4,025)	(4,471)	(3,931)	(3,606)	(2,976)
Net return	(2,207)	(1,387)	(612)	(696)	(514)

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

33 Pension commitments (continued)

Analysis of amount recognised in Statement of Total Recognised Gains and Losses for each year ended 31 March

	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000	31 March 2006 £'000
Actual return less expected return on pension scheme	3,367	(3,859)	(6,037)	103	7,022
Experience gains and losses on the scheme liabilities	(176)	(1,624)	431	(54)	(2,096)
Changes in underlying assumptions	(18,132)	6,857	5,517	913	(11,668)
Total actuarial gain	(14,941)	1,374	(89)	962	(6,742)

Analysis of movement in surplus during each year to 31 March

	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000	31 March 2006 £'000
Deficit at the beginning of the year	(22,946)	(23,571)	(23,440)	(23,744)	(16,670)
Less LPFA	2,149	-	-	-	-
Total contributions	2,631	2,312	2,747	2,315	1,974
Current service cost	(1,094)	(1,348)	(1,914)	(2,125)	(1,792)
Past service costs	-	(74)	(53)	-	-
Other finance costs	(1,668)	(1,639)	(822)	(848)	(514)
Actuarial gain/ (loss)	(14,941)	1,374	(89)	962	(6,742)
Deficit in the scheme at the end of the year	(35,869)	(22,946)	(23,571)	(23,440)	(23,744)

Reconciliation of opening and closing balances of the fair value of scheme assets as at 31 March

	31 March 2010 £'000	31 March 2009 £'000
Opening fair value of assets	39,686	49,686
Less LPFA	(1,830)	-
Expected return on assets	1,818	3,084
Actuarial losses on assets	12,110	(13,624)
Contributions by the employer	2,310	1,761
Contributions by the participants	303	392
Net benefits paid out	(2,370)	(1,613)
Closing fair value of assets	52,027	39,686

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2010 (continued)

33 Pension commitments (continued)

Reconciliation of opening and closing balances of the present value of scheme liabilities as at 31 March

	31 March 2010	31 March 2009
	£'000	£'000
Opening present value of liabilities	62,632	73,277
Less LPFA brought forward	(3,979)	-
Current service costs	1,194	1,348
Interest cost	4,025	4,471
Contributions by participants	303	392
Actuarial gains on liabilities	26,840	(15,018)
Net benefits paid out	(2,565)	(1,644)
Loss on curtailments	(554)	(354)
Past service cost	-	160
	<hr/>	<hr/>
Closing present value of liabilities	87,896	62,632
	<hr/>	<hr/>



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*Calls free from a BT landline, charges from mobiles and other networks may vary.

**If you are calling from a mobile, it may be cheaper for you to dial 01795 434 606.

Calls may be recorded and monitored for quality and training purposes.

Financial Statements of the Borrower for the Financial Year ended 31st March, 2011

Financial statements 2010/11



Making homes, helping people

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Board members, Executive officers and advisers

STRATEGIC BOARD at 20 July 2011

Lord Charles Falconer of Thoroton

Steve Douglas

Paul Crouch

Peter Cruttenden

Michael Davis

David Dickinson

Doreen Langston

Bianca Layne

Rosemary Ley

Neil Robertson

Linda Seddon

Beverley Spear

Chair

Vice-Chair

appointed 29 September 2010

appointed 29 September 2010

STRATEGIC EXECUTIVE TEAM at 20 July 2011

Steve Walker

Paul Hackett

Sarah Smith

Fiona Deal

Group Chief Executive

Chief Operating Officer

Executive Director Finance & Resources

Executive Director Corporate Services

REGISTERED OFFICE

Grosvenor House

125 High Street

Croydon

Surrey CR0 9XP

ADVISERS

Statutory Auditors

Nexia Smith & Williamson

25 Moorgate

London EC2R 6AY

Principal Bankers

Barclays Bank Plc

1 Churchill Place

Canary Wharf

London E14 5HP

Principal Solicitors

Trowers & Hamlins

Sceptre Court

40 Tower Hill

London EC3N 4DX

Operating and financial review

The Strategic Board presents its report and audited consolidated financial statements for AmicusHorizon Limited (AHL) and its subsidiary undertakings for the year ended 31 March 2011. Our consolidated accounts are available on our website www.amicushorizon.org.uk.

OVERVIEW OF THE BUSINESS

AHL is the parent of the group through which most of our business goes.

We own and manage over 28,000 homes across London and the South East of England. We deliver a range of housing options for our customers with the core business being as follows:

Activity	Revenue £m	Homes	Investment in homes £m
General needs housing for rent and supported housing and care: <ul style="list-style-type: none"> Families unable to rent or buy at open market rates Housing for people needing additional housing-related support or care Careline & emergency monitoring / out of hours services. 	114.9	22,893	49.7
Temporary social housing – to support Local Authorities in addressing homelessness.	10.3	1,084	1.3
Affordable home ownership – residents purchase an equity share in their home and pay rent to AmicusHorizon on the remainder.	9.9	3,927	0.1
Economic and community regeneration services	1.3	-	-

STRATEGIC GOALS

Our mission is 'Making homes, helping people'. Our three year Strategic Plan (2010/13) focuses everything we do on improving residents' lives and delivering the best services. Partnerships with central, local government and local communities help us improve our residents' neighbourhoods. Resident focus helps us feel small and friendly, delivering what matters most to residents. Our scale and one team ethos help us achieve the economies and efficiencies of a large organisation. We follow four core values: Service, Trust, Accountability and Respect.

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Operating and financial review

Our objectives are:

Deliver	How
Excellent services	<ul style="list-style-type: none">■ Delivering excellent customer services and communications■ Delivering excellent repairs and maintenance services through sustainable services■ Improving value for money for residents, focusing on resident priorities and giving an excellent leasehold offer
Excellent neighbourhoods and communities	<ul style="list-style-type: none">■ Delivering excellent neighbourhoods building on the Area Panels' work and majoring on partnership working■ Delivering excellent resident involvement and community development through local offers■ Meeting local housing need including seeking to grow our temporary housing offer and maintaining our commitment to supported housing
Deliver our objectives through our people and resources	<ul style="list-style-type: none">■ Delivering 'Our People' agenda, developing management capability and building the "One Team" ethos■ Improving financial performance and capacity, driving efficiency■ Delivering excellent governance, strengthening our approach to co-regulation and maintaining openness and transparency

FINANCIAL KPIs

The Strategic Board approved our value for money (VFM) strategy in March 2010. The key objectives are:

1. Establish a clear base from which to measure VFM and efficiency gains
2. Understand the needs and expectations of our residents so we are clear what adds value to them
3. Develop an effective link between financial planning and residents' priorities to focus on added value
4. Embed VFM in our culture
5. Develop a robust framework for measuring and reporting VFM

In addition to delivering our value for money strategy we monitor a comprehensive set of financial ratios. Our lenders monitor us on debt per unit and interest cover including sales.

Operating and financial review

How we compare:

	2010/11	2009/10	2008/09	Target 2010/11
% current tenant rent arrears	3.8%	4.5%	5%	4.2%
Rent collected as % rent charged	100.48%	99.5%	98.8%	100.3%
Rent void loss %	0.71%	0.99%	1%	0.78%
Responsive, planned, major, repairs / home – general needs	2,005	1,812	1,343	–
Social housing operating margin % (excluding exceptional pension adjustment)	19%	21%	19%	–
Operating margin % (excluding exceptional pension adjustment)	18.3%	17.6%	16.2%	–
Interest cover including sales	131%	128%	105%	105%

- **Current rent arrears** – in 2009/10 we delivered our best performance for three years. This year we continued to improve and arrears are now below 4%. Former tenants arrears were also better than target
- **Rent collection** – shows continuous improvement for three years and exceeded target
- **Rent void loss** – also shows three years of continuous improvement. In the last three months we achieved a void loss of just 0.56%
- **Social housing operating margin** - remains steady. Operating costs increased by 3.5% but income only increased by 0.1%. We increased investment in our homes by 9% this year
- **Operating margin** – for the whole business improved over the three years. We ensure non core business generates a better return in order that we can reinvest in core social housing activities
- **Interest cover** – our covenants include sales. We are pleased to show improving performance over the last three years. Our financial plan is no longer sales dependent for covenant purposes.

CUSTOMER SERVICE

The Strategic Board and Strategic Executive Team use a range of measures to monitor achievements against objectives. We report by exception monthly to the Operational Performance Team and Strategic Executive Team and quarterly to the Strategic Board.

We monitor key performance indicators against targets and external benchmarks. This includes the national upper quartile and the G15 group of largest London associations.

Financial statements 2010/11

Operating and financial review

A summary of performance against the key 2010/11 targets are below:

	2010/11	2009/10	2008/09	Target 2010/11
Repairs right first time	89.7%	76%	84%	82%
Repairs satisfaction	96%	96%	95%	96%
Anti social behaviour (ASB) satisfaction	83%	73%	68%	80%
Complaints responded to in time	98.8%	95%	84%	98%
Gas servicing	99.9%	99.8%	99.8%	100%
Compliance with decent homes standard	100%	98.1%	95.5%	100%
Void property re-let time - days	16.5	29.2	22.8	20.7
Resident satisfaction with repairs	96%	95%	95%	96%
Overall resident satisfaction with services	89%	88%	90%	92%
Satisfaction with views taken into account	89%	87%	90%	92%

- **Repairs right first time** – shows 13% improvement from last year and significantly exceeded the annual target. This follows us moving our call handling to a regional basis and co-locating staff with contractors
- **ASB satisfaction** – we showed year on year improvement for the last three years. We are focusing on prevention in partnership with residents and local authorities. And we're agreeing area plans with residents and community development programmes
- **Complaints** – improved by 14% from two years ago. We achieved 100% complaints responded on time for the last seven months. We had 100% satisfaction with complaints in March 2011 and performed better than target for the last 8 months
- **Gas servicing** – at March 2011 we had just 16 properties without an up to date certificate. Asset management continue to take action to gain access to properties
- **Void property relet times** – show a dramatic improvement from the last two years. This put us at number one in the G15 for quarter three performance (latest available for 2010/11)
- **Overall satisfaction** – although we didn't quite reach target for the year to date we showed continuous improvement through the year. Over the last three months we exceeded 90% satisfaction. Reassuringly, 92% of residents say they would recommend us to friends or family
- **Satisfaction with views taken into account** – while we didn't quite meet annual target we exceeded 92% for the last four months and reached 94% by March 2011.

Operating and financial review

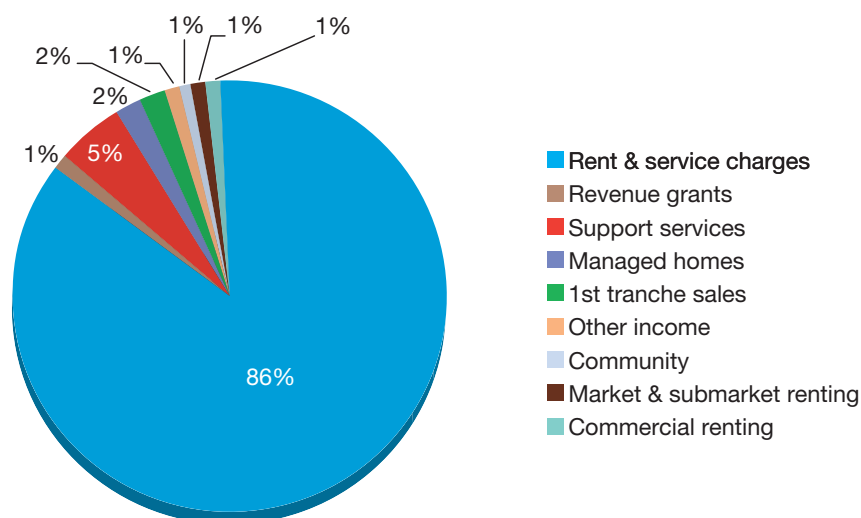
FINANCIAL POSITION

We are pleased to have improved our financial performance year on year. We must generate sufficient income to meet operating costs, loan interest payments and invest in homes.

Financial highlights

Income & Expenditure	2010/11 £m	2009/10 £m	2008/09 £m
Turnover	144.1	143.8	139.9
Operating costs	(114.4)	(115.1)	(116.4)
First tranche sales	(0.2)	(1.5)	1.3
Operating surplus	29.5	27.2	24.8
Exceptional costs	–	–	(2.8)
Surplus on housing property sales	6.6	7.1	5.9
Net interest payable	(29.7)	(31.7)	(31.1)
Corporation tax	–	–	(0.1)
Surplus/(deficit) for the year	6.4	2.6	(3.3)
Balance sheet			
Housing property net cost	1,214	1,208	1,197
Social housing grant	(566)	(567)	(559)
Other tangible fixed assets	14	14	15
	662	655	653
Net current (liabilities) / assets	(14)	(15)	36
Long term liabilities	(587)	(596)	(632)
Reserves	61	44	57

Turnover – increased over the last two years by 3% to £144.1 million. Including first tranche sales turnover reduced by 4% to £147.6 million. First tranche sales proceeds reduced to £3.5 million (2009/10: £10.4 million) – 66% reduction year on year. 86% of our income is from rent and service charges. We generate turnover from the following sources:



Financial statements 2010/11

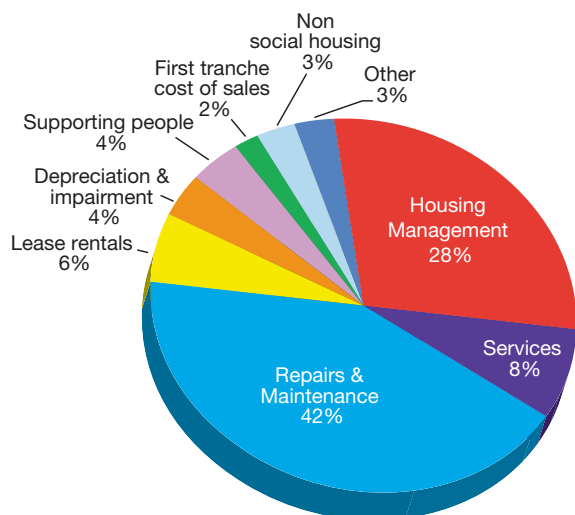
Operating and financial review

Operating costs (excluding first tranche cost of sales) reduced by 0.7% to £114.4 million in 2010/11. The reduction is due to the one off pension adjustment and impairment release. Adjusting for these operating costs increased 2.6% to £118.1 million in 2010/11. 78% (2009/10: 71%) of our operating costs deliver housing management, services and repairs and maintenance (including planned, void works and responsive).

We increased investment in our homes and community activities by £4.4 million year on year – a 9.3% increase. We achieved 100% compliance with the Decent Homes standard this year. We reduced impairment charges by 22% (£1.9 million) having completed a comprehensive review of our housing portfolio including schemes in development.

Assessing impairment is subjective. We assess scheme by scheme in accordance with Financial Reporting Standard 11 (Impairment of Fixed Assets and Goodwill) and the Statement of Recommended Practice 2008. We don't classify planned internal subsidy as impairment where it meets internally set criteria.

An analysis of how we spent our money in 2010/11 is below:



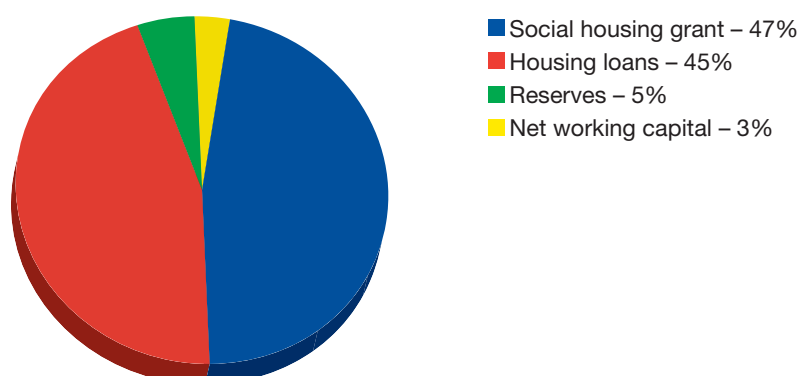
Surplus on disposal of properties – staircasing (where a leaseholder acquires a further equity share in the property), voluntary right to buy / right to acquire sales and asset management totalled £6.6 million. We sell void properties if it is not economically viable for us to repair or if they are in an estate regeneration disposal programme. We reinvest sales proceeds in improving homes, financing new homes and reducing our loans.

Net interest payable at £29.7 million is £2 million lower than for 2009/10. We paid £2 million interest to break some fixed rate deals in 2009/10. This reduces interest payments for the next four years. We increased outstanding loans by £4 million to £557 million.

Housing properties are at historic cost. We completed 191 homes (102% of our annual target). The increased carrying cost reflects investment in new homes and improving existing homes. We took up £5.89 million new grant allocation (201% of the Homes & Communities Agency (HCA) target set at the start of the year) and claimed over £7.8 million grant from the HCA to support our development programme.

Operating and financial review

The graph below shows how we fund our housing property cost at March 2011.



Pensions

We participate in four defined benefit schemes – two local government pension schemes, Social Housing Pension Scheme (SHPS) and the Horizon Housing Group scheme. All are in deficit and we closed them to new members. We don't recognise SHPS as a liability in our accounts as it is a multi employer scheme – the income & expenditure charge represents the employer contribution payable. We recognise the deficits in the other three schemes in our accounts. The year end liability was £23.5 million (March 2010: £35.9 million).

In the June 2010 Emergency Budget the chancellor announced they will link public sector pension increases to the Consumer Price Index (CPI) rather than the Retail Prices Index (RPI). This is a one off benefit to schemes. Of the £12.7 million improvement in scheme liability £4.9 million relates to the change in policy in pension increases. £2.4 million of this reduces operating cost and the balance is in the statement of total recognised gains and losses (STRGL). Where the obligation to pay benefit increases is based on RPI the change to CPI is a change in benefit and is reflected as a gain in the income & expenditure account. For the two schemes where there is no such obligation the change is to the financial assumptions and is reflected in the STRGL.

We offer a personal pension plan to new staff. Being money purchase it carries no deficit risk to us.

Reserves

We reinvest all our annual surpluses back in to services and new homes to deliver sustainable communities.

	2010/11 £m	%	2009/10 £m	%	2008/09 £m	%
Property cost less depreciation	1,214		1,208		1,197	
Financed by:						
Loans (net of cash)	548	45%	541	45%	566	47%
Grant	566	47%	567	47%	559	47%
Revenue reserves	61	5%	44	3%	57	5%
Net working capital	39	3%	56	5%	15	1%
		100%		100%		100%

Financial statements 2010/11

Operating and financial review

At 31 March 2011 we had invested £1.2 billion in our homes. We funded 53% of the cost using all our reserves and private finance. The balance was from social housing grant.

Cash flow

	2010/11 £m	2009/10 £m	2008/9 £m
Cash generated from operations	28.7	69.6	30.6
Net capital expenditure	(4.5)	(11.1)	(4.0)
Net interest paid	(29.8)	(32.8)	(35.6)
Financing	3.5	(49.7)	37.3
Change in cash (inc deposits)	(2.1)	(24.0)	28.3

We reduced cash held at 31 March 2011 to £8.6 million. Net cash inflow from operating activities reduced to £29.9 million. This decrease is principally from reducing housing stock held for resale and year end liabilities.

In 2010/11 we:

- Invested £22.1 million in new and existing homes
- Received £5.2 million social housing grant
- Received £13.8 million from property sales
- Drew £150 million new funding and repaid £147 million loans.

TREASURY MANAGEMENT

Our Treasury Policy sets out the parameters for treasury management encompassing borrowing from external sources, investing surplus cash and safe transmission of funds. We based the policy on CIPFA's Code of Practice for Housing Associations, and took into account the Treasury Management – Regulatory Policy Statements issued by the Tenant Services Authority. Treasury & Finance Committee review the policy annually ahead of approval from the Strategic Board.

Our funding vehicle is AmicusHorizon Group Financing Limited (AHGFL). The primary funding source is traditional bank lending. We structure our loan portfolio to ensure we meet all principal repayments under the relevant loan documentation. They are staggered to ensure large proportions of debt do not mature in the same year. This helps us minimise refinancing risk. The Strategic Board reviewed the financial plan and considers we have sufficient liquidity to meet expected financial commitments for at least the next twelve months.

Loan portfolio management

Loan facility maturity dates range from 4 to 36 years. Our effective average interest cost in 2010/11 was 4.83% (2009/10 - 5.25%). We have a £450 million loan facility from a syndicate of banks led by Barclays Bank Plc. The syndicate lends to AHGFL to on lend to AmicusHorizon. We also have £147.6 million bilateral loan facilities from Barclays Bank, Orchardbrook and THFC. These facilities mature in periods ranging from 5 to 14 years. More information is in note 18.

Operating and financial review

Liquidity

At 31 March 2011, we had £557 million loans and £40.6 million undrawn committed loan facilities. We fully secure undrawn facilities so can draw at short notice. We aim to minimise cash balances by drawing funds when required (this is in addition to funds ring fenced for leaseholder sinking funds in separate accounts).

Interest rate management

AHGFL has derivative credit lines from banks and enters interest rate swaps to fix the interest rates on its floating rate loans. We have £305 million swaps, representing 67% of total fixed rate debt. This includes £60 million multi-callable swaps where the counter-party bank has the option to cancel the deal each quarter. At current market rates lenders are unlikely to exercise their option and the swaps are likely to run to maturity. We therefore treat the swaps as fixed rate debt.

At 31 March 2011, we had fixed the interest rate on 81% of loans. As per our interest rate management policy we fix a minimum of 60% of drawn funds on a long term basis. The treatment of the remaining 40% is dependent on operational requirements.

Compliance with loan covenants

The treasury team reports compliance with loan covenants quarterly to the Treasury & Finance Committee. We agreed with our principal banker's interest cover and net debt per unit ratios. We met our financial covenants in 2010/11.

Capital commitments

At 31 March 2011 we had £24.2 million capital commitments (2009/10: £10.3 million) which we have contracted for but not provided for in these accounts. We will fund commitments through reserves, capital grants, first tranche shared ownership sales and bank loans.

KEY ACCOUNTING POLICIES

The key accounting policies are set out in pages 26 to 31.

RISK AND UNCERTAINTIES

If we are to develop our business we must expose ourselves to risk but in a controlled manner. We set and review our risk appetite annually together with the annual budget and financial plan. We will further develop our appetite this year and consider by business stream. It is based on:

Qualitative criteria	Quantitative criteria
Regulatory risk	Achieving financial plan targets
Reputational risk	Achieving loan covenants
Operational risk	

Our concise risk register focuses on our top ten strategic risks. Operational activity based risk maps support this. We assign all risks to managers who are responsible for the controls and mitigating actions. The principal risks the Strategic Board focuses on are:

Financial statements 2010/11

Operating and financial review

Risks	Key actions
Regulatory & legislative risks	
Legislation changes	We delivered data protection training. We will be training staff on the new Bribery Bill and update our policies and procedures accordingly.
Internal controls – failure to build a holistic process or learn lessons	We brought our internal audit function in house in 2010. We are embedding risk management and will introduce a new risk champions' model this year.
Operational risks	
Development and sales programme failure	Our small development programme is constrained by financial capacity. Risk Appraisal Group and Operational Performance Team review all development schemes and sales performance monthly. We report performance quarterly to the Strategic Board.
Pensions' risk	We belong to four final salary pension schemes although they have closed to new members. All are in deficit. We provide for past service deficits and future increases in contribution rates for three of the schemes in our financial plan. New staff can join a personal pension scheme. Being money purchase we carry no deficit risk. In 2011 we will introduce a new governance structure to manage our pension commitments.
Asset management – fail to deliver an effective programme	Maintenance is the major point of contact for our residents. As with development we are exposed to contractor insolvency and inflationary pressures. We manage spend through effective budgetary control. We introduced a new contractor performance framework this year.
Business continuity - unable to manage the business in a disaster scenario	A loss of data or systems or a lack of staff resources would have a major impact on our business and our ability to deliver customer services. We back up systems daily and have disaster recovery plans which we test annually.
Failure to deliver our strategic objectives	Residents' Council approved a new complaints policy. We will complete the review of our resident involvement governance structure by July.
Service delivering and maximising income	This particularly focuses on service charges and our offer to leaseholders. We are implementing a new staff structure to support our leasehold offer. We introduced a new module for service charges and are progressing with data collection. Our service charge review project works alongside our leasehold offer project.
Financing risk	
Failing to respond appropriately to the economic environment	We have a prudent financial plan which the Strategic Board approves. We stress test our plans setting tight internal targets. Our financial plan is not dependent on future property sales to achieve covenant compliance. We keep updating through the year and are in the process of finalising alongside the affordable rent programme. We also update as the markets and banking conditions change. We only enter funding arrangements to support the ongoing business. We manage interest rate exposure either through hedging of borrowing at fixed rates. Cashflow forecasting and monitoring ensure we have sufficient funds available for investment and operations.

Operating and financial review

OUR PEOPLE

Strategic Board

The Strategic Board has 12 non executive directors. The Strategic Board is responsible for strategic direction. Either directly or through committees with delegated authority, the Strategic Board brings an independent view on all strategic issues plus performance, resources and control framework. The names of the non executive and executive directors at 20 July 2011 are on page 2.

Committees

The following are the principal committees supporting the Strategic Board:

Audit Committee

The Audit Committee has five non-executive members, four of which are also Strategic Board members. Audit Committee meets regularly with senior management, external and internal auditors to consider, amongst others, audit reviews and effectiveness of the internal controls system.

Audit Committee receives, from internal and external audit, internal control reports and recommendations to improve, together with Executive Officers' responses. Executive management attend each meeting and the Committee meets privately with the internal and external auditors at least once a year.

Nominations & Selection Committee

The Nominations and Selection Committee has five non-executives. The chair is an independent Strategic Board member. It approves our remuneration strategy, Executives' remuneration and oversees the Strategic Board appraisal framework.

Treasury & Finance Committee

The Treasury & Finance Committee has up to eight members with at least two from the Strategic Board. The Chief Executive and Executive Director, Finance & Resources are members. The Committee is a sounding board, providing an additional degree of scrutiny for the executive team on financial performance, pensions and treasury.

Residents

We put residents at the heart of our organisation, in a position to influence and drive up service standards. Nine Area Panels, each comprising eight resident and four independent members hold us accountable for service delivery at a local level. The Area Panels nominate two members each to an eighteen strong Residents' Council supporting the Strategic Board. Each Strategic Board member also sits on the Area Panels. The Tenant Service Authority appointed us as a co-regulatory champion this year.

Executive team

The Strategic Board delegates day to day management to the Strategic Executive Team (SET). SET is supported by the Executive Management Team (EMT) in developing and co-ordinating our culture and values.

Employees

We have 909 employees. Our people are our greatest resource. Having brilliant people on board is essential to us delivering our strategic objectives. We are committed to consulting and involving staff on all aspects of our operations through: Group Partnership Forum, people engagement groups, team meetings, e-mail communications, newsletters and our intranet.

Financial statements 2010/11

Operating and financial review

It is essential our people are engaged with our objectives and are motivated to provide excellent customer service. We launched a cultural change programme in 2009/10 and this year focused on leadership development for EMT and technical training.

We have 27 employees earning over £60,000 as follows:

Band	No of employees
£60,000 - £69,999	7
£70,000 - £79,000	9
£80,000 - £89,999	5
£90,000 - £99,999	1
£100,000 +	5
Total	27

Training

Our core training programme covers health and safety, customer care, management development, induction for new staff and diversity. We funded professional and academic qualifications for several staff.

Diversity and inclusion

Through our Single Equality Scheme we are committed to providing equal opportunities to staff and proactively encourage an inclusive workplace. Staff diversity is a key indicator. At March 2011 the profile of our people comprised 21.4% black and minority ethnic staff, 70% are women and 0.8% have a recognised disability. As an equal opportunities employer we encourage applications from people with disabilities. We make appropriate adjustments for employees with disabilities to help them remain in employment. We were awarded the Two Ticks Disability logo. This is in recognition of our commitment to employment, retention, training and career development for employees with a disability.

Health, safety and welfare of employees at work

We have a well-developed Health and Safety Management System, which makes clear manager and staff responsibilities. The Health and Safety Committee meets at least four times a year and the Strategic Board receives monitoring reports quarterly. We carry out regular inspections and audits of Health and Safety.

Environmental policy

We strive to adopt the highest available environmental standards in all areas of our operations and investment decisions. We also expect similar environmental standards from our partners.

We consider environmental sustainability from the outset when we build new homes. All our homes are built to the Code for Sustainable homes level 3 standard.

Where we have the resources or funding we improve the energy efficiency of our existing homes. We achieve this through loft insulation and heating upgrade programmes.

We are working with a number of partners to retrofit energy saving measures to our existing homes.

Operating and financial review

GOING CONCERN

The Strategic Board reviewed the budget for 2011/12 and 30-year financial plan with cash forecasts. The Strategic Board has a reasonable expectation we have adequate resources to continue in operation for the foreseeable future. For this reason we continue to adopt the going concern basis in preparing our financial statements.

CORPORATE GOVERNANCE

We follow corporate governance best practice and comply with the recommendations in the NHF code.

STATEMENT OF COMPLIANCE

The Operating and Financial Review follows the principles set out in the Statement of Recommended Practice for Accounting by Registered Social Landlords.

Financial statements 2010/11

Report of the Strategic Board

The Strategic Board and Executive Officers

We list our Strategic Board and Executive Officers on page 2. The Strategic Board and Executive Officers of the subsidiaries are shown in those entities financial statements.

Each Strategic Board member holds one fully paid £1 share in AmicusHorizon Limited. The Executive Officers hold no interest in AmicusHorizon Limited's share capital. They do not have the legal status of directors, but act as executives within the authority delegated by the Strategic Board.

We have directors' and officers' liability insurance for the Strategic Board, Executive Officers and staff.

Statement of the Strategic Board's financial responsibilities

The Industrial and Provident Societies Acts and registered social housing law require the Strategic Board to prepare financial statements for each financial year. These give a true and fair view of the state of affairs of the Association and the Group and of their surplus or deficit for that period. In preparing these financial statements, the Strategic Board is required to:

- Select suitable accounting policies and then apply them consistently
- Make judgements and estimates that are reasonable and prudent
- State whether applicable accounting standards have been followed, subject to any material departures disclosed, and explained in the financial statements; and
- Prepare the financial statements on a going concern basis unless it is inappropriate to presume that the Association will continue in business.

The Strategic Board is responsible for keeping proper accounting records. These disclose, with reasonable accuracy at any time, the financial position of the Association and the Group. This enables the Strategic Board to ensure the financial statements comply with:

- The Industrial and Provident Societies Acts 1965 to 2002
- The Industrial and Provident Societies (Group Accounts) Regulations 1969
- The Accounting Requirements for Registered Social Landlords General Determination 2006.

The Strategic Board is responsible for instituting adequate systems of:

- Internal control
- Safeguarding assets
- Taking reasonable steps for the prevention and detection of fraud and other irregularities.

Report of the Strategic Board

INTERNAL CONTROLS

Responsibility for the system of internal control

The Strategic Board is responsible for internal control and for reviewing its effectiveness. It delegates ongoing review of controls to Audit Committee. The Strategic Board receives an annual report from the Chief Executive and the Audit Committee.

Scope of assurance

The Strategic Board appreciates our internal controls system is designed to manage rather than eliminate all risks. Procedures can only provide Strategic Board with reasonable and not absolute assurance against material misstatement, errors, losses or fraud.

Our framework comprises a range of sources of assurance the more significant ones being: Internal Audit, External Audit, Audit Committee, Chief Executive, management assurances and regulatory reports. Key sources of assurance are:

Risk management

Our risk management strategy sets out management responsibility for identifying, assessing, responding to and monitoring strategic risks. We produce activity based risk registers and a register of our top strategic risks.

We subject all significant new initiatives, major commitments and investment projects to challenge through Risk Appraisal Group (RAG). RAG is an officer group. It is the internal forum to review and monitor risks associated with new business, capital investment, development and major revenue projects. All contracts and commitments over £25,000 require RAG approval.

Audit Committee oversees the risk management cycle of identifying, assessing, responding to and monitoring risks. Audit Committee and the Strategic Board receive quarterly reports on our key risks. The Executive Director, Finance & Resources is responsible for reporting to the Strategic Board any significant changes to the strategic risks.

Strategic Board approves our risk appetite annually. This expresses the maximum residual risk we will accept to achieve our strategic objectives. It is the point at which we either cease an activity or demonstrate what proactive actions we'll take to reduce residual risk.

Fraud awareness

We updated our anti-fraud policy in 2010. This defines fraud, covers prevention, detection and reporting fraud cases and recovery of assets. We maintain a fraud register of actual and attempted frauds. Audit Committee reviews the fraud register at every meeting. We are updating our policies to comply with the new Bribery Act 2010.

Audit Committee

Audit Committee comprises four Strategic Board members and one independent member. The committee considers the financial statements and key issues on behalf of the Strategic Board. They review reports from the Chief Executive, internal and external audit in considering the adequacy and the effectiveness of our internal control systems. Internal and external auditors have direct access to Audit Committee. Audit Committee presents its annual report to the Strategic Board outlining its work in the year to support the assurance work on internal controls.

Financial statements 2010/11

Report of the Strategic Board

Internal Audit

We brought the internal audit function in house during the year. We now have a new three year audit strategy in place linked to our Strategic Plan and risks. Audit Committee approves and regularly reviews the annual Internal Audit Plan to ensure it reflects and responds to our changing priorities and the operating and economic environment we work in. The plan covers both financial and non-financial operations.

Our internal audit protocol sets out procedures for carrying out audit reviews from scoping to implementation and reporting overdue internal audit recommendations. Internal audit follows up all recommendations to ensure we implement on time. We report progress against internal audit recommendations quarterly to Audit Committee. Internal Audit carries out a follow up audit of the previous year's recommendations to ensure they were effectively implemented.

External Audit

Audit Committee agrees the audit strategy and reviews the interim audit report and external audit management letter. These reports help support the process for reviewing our internal control system. The Executive Director, Finance & Resources and Director of Finance hold regular meetings with external audit to update them on business changes and to discuss strategic and technical matters.

Quality management systems

We operate quality controls to support the overall control framework. Staff can access a comprehensive training programme to help them effectively carry out their responsibilities. Housing managers undertake regular estate inspections. We operate to comprehensive financial and operating policies and procedures. These include financial standing orders and operating regulations and standing orders which include appropriate delegations of authority, signatories and mandates. Staff have access to the operating regulations and standing orders. Compliance is an implied condition of employment.

Strategic plan

We have a three year Strategic Plan (2010/13). The Strategic Board and Residents' Council approve our strategic plan. Team plans identify actions to support the priorities in the Strategic Plan. The team plans give the context for annual staff objective setting so individual objectives support our strategic objectives. To further support delivery of our strategic priorities we have service improvement teams focused on specific operations.

Regulatory reports

We provide a range of reports to our regulator, the Tenant Services Authority (TSA). The TSA gave us 'green lights' in the four regulatory compliance areas: viable, properly governed, properly managed and development. The Supporting People Quality Assessment Framework assesses the quality of our supporting people services. The TSA appointed us as a co-regulatory champion – one of only ten organisations selected as an example to others. We are the only large association in the south and the only member of the G15 group of London associations to be appointed by the TSA. This recognises the work we are doing to involve our residents in governance and local decision making.

Performance indicators and financial control

We report 'Taking the Temperature' indicators monthly to Operational Performance Team and quarterly to the Strategic Board. These reports include performance monitoring on housing management, maintenance, sales, development, lettings, customer satisfaction, staff and financial results. Our comprehensive financial reporting to the Strategic Board and Treasury & Finance Committee includes annual budget, cashflow and long term financial planning.

Report of the Strategic Board

Treasury management

Our treasury function operates within treasury policies agreed by Treasury & Finance Committee and the Strategic Board. Our policies are in line with CIPFA guidelines. The Treasury Strategy, approved by the Strategic Board annually, outlines our risk strategy for interest rate and inflation risk, liquidity risk and counterparty risk. Treasury & Finance Committee monitors these risks quarterly, ensuring we perform within the parameters of the strategy. We give the Committee assurance quarterly we are loan covenant compliant.

Strategic Board's Review of Effectiveness

The Strategic Board considered the Chief Executive's report on Internal Controls and the Annual Report from Audit Committee for the year to 31 March 2011 and up to the date of signing these accounts. The Strategic Board monitored and considered outcomes arising as a consequence of the risk management process and reports from officers on the associated control environment. The Strategic Board confirms the process for identifying, evaluating and managing significant risks we face was in place in the year under review, up to the date of the annual report, and is regularly reviewed.

The Strategic Board confirms we had no breakdown in internal control resulting in material losses, contingencies or uncertainties which would require disclosure in the financial statements during the year.

DISCLOSURE OF INFORMATION TO AUDITORS

Each director has confirmed in fulfilling their duties as a director they took all necessary steps to make themselves aware of any information relevant to the audit and the auditors are aware of that information. So far as they are aware, there is no relevant audit information which they haven't made the auditors aware of.

AUDITORS

A resolution to re-appoint Nexia Smith & Williamson as auditors will be proposed at the Annual General Meeting.



Jo Robinson
Secretary
20 July 2011

Financial statements 2010/11

Independent auditors' report to the members of AmicusHorizon Limited

We have audited the accounts of AmicusHorizon Limited for the year ended 31 March 2011 which comprise the Group and Company Income and Expenditure Account, the Group and Company Statement of Total Recognised Surpluses and Deficits, the Group and Company Balance Sheet, the Consolidated Cash Flow Statement, and the related notes 1 to 31. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

This report is made solely to the Company's members, as a body, in accordance with the requirements of statute. Our audit work has been undertaken so that we might state to the Company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's members as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of the Strategic Board and the auditor

As explained more fully in the Statement of Strategic Board's Responsibilities set out on page 16, the Strategic Board is responsible for the preparation of accounts which give a true and fair view. Our responsibility is to audit and express an opinion on the accounts in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Auditing Practices Board's (APB's) Ethical Standards for Auditors.

Scope of the audit of the accounts

A description of the scope of an audit of accounts is provided on the APB's website at www.frc.org.uk/apb/scope/private.cfm.

Opinion on accounts

In our opinion the accounts:

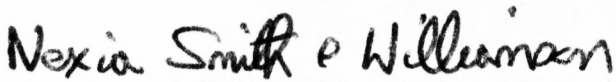
- give a true and fair view of the state of the Group and Company's affairs as at 31 March 2011 and of its income and expenditure for the year then ended; and
- have been properly prepared in accordance with the Industrial and Provident Societies Acts 1965 to 2002, the Housing and Regeneration Act 2008 and The Accounting Requirements for Registered Social Landlords General Determination 2006.

Independent auditors' report to the members of AmicusHorizon Limited

Matters on which we are required to report by exception

We have nothing to report in respect of the following matters where the Industrial and Provident Societies Acts 1965 to 2002 require us to report to you if, in our opinion:

- a satisfactory system of control over transactions has not been maintained; or
- the Group or Company have not kept proper accounting records; or
- the accounts are not in agreement with the books of account; or
- we have not received all the information and explanations we need for our audit.



Nexia Smith & Williamson
Statutory Auditor
Chartered Accountants
26 July 2011

25 Moorgate
London
EC2R 6AY

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AmicusHorizon Limited

Income and expenditure account for the year ended 31 March 2011

INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31 MARCH 2011

	Note	Group		Company	
		2011 £'000	2010 £'000	2011 £'000	2010 £'000
Turnover		147,594	154,267	147,321	153,609
Less:					
Operating costs	2(a)	(118,150)	(127,001)	(117,776)	(126,240)
Operating surplus	2(a)	29,444	27,266	29,545	27,369
Surplus on disposal of properties	6	6,678	7,036	6,476	6,909
Surplus for the year before interest and tax		36,122	34,302	36,021	34,278
Interest receivable and similar income	7	195	236	193	236
Interest payable	8	(29,911)	(31,960)	(29,911)	(31,960)
Surplus for the year before taxation		6,406	2,578	6,303	2,554
Tax (charge)/credit on surplus on ordinary activities	9	(25)	27	-	-
Surplus for the year	5	6,381	2,605	6,303	2,554

The above results relate wholly to continuing activities.

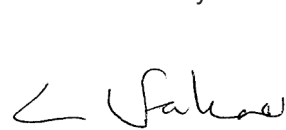
STATEMENT OF TOTAL RECOGNISED SURPLUSES AND DEFICITS FOR THE YEAR ENDED 31 MARCH 2011

		2011 £'000	2010 £'000	2011 £'000	2010 £'000
Surplus for the year		6,381	2,605	6,303	2,554
Actuarial gain/(loss) on pension schemes in the year	31	10,340	(14,941)	10,340	(14,941)
Total recognised surpluses/(deficits) for the current year		16,721	(12,336)	16,643	(12,387)


AmicusHorizon Limited
Balance Sheet as at 31 March 2011

		Group		Company	
	Note	2011 £'000	2010 £'000	2011 £'000	2010 £'000
Fixed assets	10				
Tangible fixed assets:					
Housing properties cost less depreciation		1,214,482	1,208,149	1,206,626	1,200,223
Less:					
Social Housing Grant		(557,329)	(558,376)	(551,469)	(552,457)
Other Grants		(8,326)	(8,326)	(8,326)	(8,326)
		648,827	641,447	646,831	639,440
Other tangible fixed assets	12	14,054	14,248	14,054	14,248
Total fixed assets		662,881	655,695	660,885	653,688
Current assets					
Housing properties and stock for sale	13	–	812	–	812
1st tranche sales	13	2,786	4,448	2,786	4,448
Debtors – amounts receivable after one year	14	3,610	3,828	3,610	3,828
Debtors – amounts receivable within one year	14	11,335	12,416	11,281	12,429
Cash at bank and in hand	15	8,568	10,664	8,274	9,835
		26,299	32,168	25,951	31,352
Less:					
Creditors: amounts falling due within one year	16	(40,223)	(47,338)	(40,460)	(46,994)
Net current liabilities		(13,924)	(15,170)	(14,509)	(15,642)
Total assets less current liabilities		648,957	640,525	646,376	638,046
Creditors: amounts falling due after more than one year	17	564,242	560,201	563,835	559,818
Pension liability	31	23,539	35,869	23,539	35,869
Capital and reserves					
Share capital – non equity	20	–	–	–	–
Negative goodwill	21	26,457	26,782	26,457	26,782
Designated reserves	22	279	263	168	168
Restricted reserve	23	97	66	56	56
Revenue reserve	24	34,343	17,344	32,321	15,353
		61,176	44,455	59,002	42,359
		648,957	640,525	646,376	638,046

The financial statements on pages 22 to 56 were approved by the Board on 20 July 2011 and were signed on its behalf by:


Lord Falconer, Chairman


Rosemary Ley, Board Member


Jo Robinson, Secretary

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AmicusHorizon Limited

Consolidated cash flow statement for the year ended 31 March 2011

	2011 £'000	2011 £'000	2010 £'000	2010 £'000
Net cash inflow from operating activities a		30,207		69,609
Returns on investments and servicing of finance				
Interest received	195		236	
Interest paid	(30,055)		(33,091)	
Net cash outflow from returns on investment and servicing of finance		(29,860)		(32,855)
Capital expenditure and financial investment				
Acquisition, construction and improvement of housing properties	(22,108)		(52,258)	
Social Housing Grant received	5,256		17,539	
Purchase of other fixed assets	(1,452)		(682)	
Proceeds from sale of properties for disposal	8,814		13,971	
Receipts from first tranche shared ownership sales	3,485		10,374	
Net cash outflow from capital expenditure and financial investment		(6,005)		(11,056)
Management of liquid resources				
Fixed term deposits		–		8,732
Net cash (outflow)/inflow before financing		(5,658)		34,430
Financing				
Housing loans received	150,865		20,500	
Housing loans repaid	(147,303)		(70,210)	
Net cash inflow/(outflow) from financing		3,562		(49,710)
Decrease in cash in the year b		(2,096)		(15,280)

AmicusHorizon Limited

Notes to the consolidated cash flow statement for the year ended 31 March 2011

	2011 £'000	2010 £'000
a. Reconciliation of operating surplus to net cash inflow from operating activities		
Operating surplus	29,444	27,266
Depreciation charges	6,368	8,056
Decrease in stocks	1,251	16,661
Movement in provisions	(1,990)	(2,017)
Decrease in debtors	1,299	3,625
(Decrease)/increase in creditors	(6,165)	16,018
Net cash inflow from operating activities	30,207	69,609

	£'000	£'000
b. Reconciliation of net cash flow to movement in net debt		
Decrease in cash in the year	(2,096)	(15,280)
Cash (inflow)/outflow from increase/(decrease) in housing loans	(3,562)	49,710
Cash inflow from management of liquid resources	–	(8,732)
Change in net debt resulting from cash flows	(5,658)	25,698
Net debt at 1 April 2010	(541,564)	(567,262)
Net debt at 31 March 2011	(547,222)	(541,564)

c. Reconciliation of net debt to related items in the balance sheet

	Cash £'000	Overdraft £'000	Total £'000	Housing Loans due within one year £'000	Housing Loans due after one year £'000	Total Housing Loans £'000	Net Debt £'000
Balance at 1 April 2010	10,751	(87)	10,664	(15,360)	(536,868)	(552,228)	(541,564)
Net cash inflow/(outflow)	1,710	(3,806)	(2,096)	15,360	(18,922)	(3,562)	(5,658)
Balance at 31 March 2011	12,461	(3,893)	8,568	–	(555,790)	(555,790)	(547,222)

Financial statements 2010/11

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011

1 Principal accounting policies

The financial statements have been prepared in accordance with applicable Accounting Standards and the Statement of Recommended Practice "Accounting by Registered Social Landlords" 2008 (the "SORP"). They comply with the Accounting Requirements for Registered Social Landlords General Determination 2006 and the Industrial and Provident Societies Acts 1965 to 2002.

The following accounting policies have been applied consistently in relation to the financial statements:

Basis of accounting

The financial statements have been prepared under the historical cost convention.

Consolidation

The Group is required by the Industrial and Provident Societies (Group Accounts) Regulations 1969 to prepare group accounts. The group accounts comprise those of the Association together with its subsidiaries, in accordance with the requirements of Financial Reporting Standard 2, "Accounting for Subsidiary Undertakings".

Managed undertakings are subsidiaries by virtue of the ability of the Association to control the composition of their Board and, in accordance with Financial Reporting Standards, the results of the undertakings are incorporated in the consolidated accounts.

In addition the accounts include the Group's and the Association's share of assets, liabilities and cash flows in unincorporated joint ventures, measured according to the interests of the respective parties, in accordance with Financial Reporting Standard 9, "Associates and Joint Ventures".

The Group financial statements have been prepared by consolidating the results of the entities which comprise the Group. The entities are controlled and managed by Boards and the Group Board has the power to remove all and appoint at least a majority of the Subsidiary Boards. Details of the individual entities can be found at note 27.

When a new entity joins the Group, if the business combination meets the definition of a merger under FRS6 - "Acquisitions and Mergers", the entity has been consolidated using the merger accounting method. Accordingly the results and cash flow of the combining entities are brought into the financial statements of the combined entity from the beginning of the financial year in which the combination occurred. The corresponding figures are restated by including the results of all entities for the previous period and their balance sheets for the previous balance sheet date. With merger accounting the carrying values of the assets and liabilities of the parties to the combination are not required to be adjusted to fair value on consolidation.

If the business combination does not meet the tests for merger accounting under FRS6, then the acquisition is accounted for using acquisition accounting rules. This requires the new entity's assets and liabilities to be initially recognised at fair value with the excess or shortfall in net assets at fair value being recorded as negative or positive goodwill respectively. Negative goodwill arising on acquisitions is included within reserves and released to the income and expenditure account in the periods in which the fair values of monetary assets acquired in the acquisition are recovered either through depreciation or sale. The treatment adopted complies with the Statement of Recommended Practice 2008, 'Accounting by Registered Social Landlords', rather than FRS10.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

1 Principal accounting policies (continued)

Turnover

Turnover represents rental and service charge income, Supporting People income, gift aid, income from the sale of properties not held as fixed assets, management and other fees, and revenue based grants receivable from local authorities and from the Homes & Communities Agency.

Housing properties

The cost of housing properties includes the acquisition costs of freehold land and buildings; interest charges incurred during the development period; attributable rehabilitation costs and development overhead costs in bringing properties into working condition for their intended use. Attributable rehabilitation costs include works done to bring homes transferred from local authorities to the standards promised on transfer.

Interest on a fair proportion of total borrowings on development costs, less SHG in advance, is capitalised during the period of development.

Properties in the course of construction are stated at cost and transferred to housing properties when completed. At the balance sheet date, properties under construction include a provision for all costs certified to date including the amount of the sum retained by the company under the construction contract.

The Group has an ongoing stock reinvestment programme to improve the condition of its housing properties. Improvements are capitalised where these result in an enhancement of the economic benefits of the property. Such enhancement can occur if the improvements result in:-

- An increase in rental income, or
- A material reduction in future maintenance costs from that assessed when the property was first acquired or constructed, or
- A significant extension of the life of the property, in excess of the standard of performance anticipated when the property was first acquired or developed.

Works to existing properties which fail to meet the above criteria are charged to the income and expenditure account.

Shared ownership

First tranche sales are included within turnover and the related portion of the cost of the asset recognised as operating costs. This therefore recognises a surplus or deficit arising on first tranche sales.

Depreciation of housing properties

No depreciation is charged on freehold land. Depreciation is charged so as to write down the cost of freehold housing properties, other than freehold land, to their estimated residual value on a straight-line basis over their remaining expected useful economic lives, as follows:

Houses: 80-150 years, depending on location, type and age of property
Flats: 40-150 years, depending on location, type and age of property

Properties held on short and long leases are depreciated over their remaining estimated useful economic lives or the life of the lease, if shorter.

Financial statements 2010/11

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

1 Principal accounting policies (continued)

Impairment

Impairment reviews are carried out in accordance with FRS 11. Where there is evidence of impairment, fixed assets are written down to their recoverable amount. Any such write down is charged to the income and expenditure account. Calculations for each significant scheme were performed by comparing the present value of expected cashflows to be generated by the scheme against the carrying values, and then comparing this to the internal subsidy agreed at Board level. If the deficiency in cashflow compared to carrying values was less than the internal subsidy, no impairment has been provided. If it was higher, then an impairment provision has been provided to the extent of the excess only.

Development overheads

Development overhead costs are capitalised to the extent that they are directly attributable to bringing schemes into working condition for their intended use. Such expenditure consists of in-house development, architect and surveyor costs (including the cost of own employees), and a proportion of the costs of staff in other departments who work on development activities.

SHG and other grants

Where Social Housing Grant (SHG) from the Homes & Communities Agency or Local Authorities, or a capital grant from another body, has been received as a contribution towards the capital costs of a scheme, such grants are shown on the face of the balance sheet as a deduction from the cost of housing properties.

Where SHG is received on items treated as revenue expenditure, e.g. elements of major repair expenditure, it is treated as a revenue grant and credited to the income and expenditure account and disclosed separately within the turnover note.

SHG and other capital grants may be repayable in certain circumstances, even where it has been treated as a revenue grant for accounting purposes, such as where the development of a property is not completed or the property is sold.

At the balance sheet date if the SHG or other grants received or receivable on the development programme as a whole are greater than gross cost, the difference is included in creditors falling due within one year and disclosed as SHG and other grants in advance.

Sale of housing properties

Where properties built for sale are disposed of during the year, the disposal proceeds are included in turnover and the attributable costs are included in cost of sale. The surplus or deficit from the disposal of housing properties held as fixed assets is accounted for on the face of the income and expenditure account. Property sales are recognised at the date of completion.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

1 Principal accounting policies (continued)

Other fixed assets

Tangible fixed assets are stated at cost less accumulated depreciation.

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

Freehold offices	2% on cost
Furniture & office equipment	20% on cost
Computer hardware	25% on cost
Computer software	17 - 25% on cost
Motor vehicles	25% on cost
Office improvements	10 - 15% on cost
Leasehold properties	over term of lease

Recycled Capital Grant Fund & Disposal Proceeds Fund

The Association has the option to recycle capital grant (SHG or HAG) which would otherwise be repayable, for re-use on new developments within the Group. If unused within a three-year period, it will be repayable to The Homes and Communities Agency with interest. The development programme of the Group is such that the recycled grant will be re-used by the Group before it becomes repayable. Any unused recycled capital grant held within the capital grant recycling fund is disclosed in the balance sheet under "creditors due within 12 months" or "creditors repayable after 12 months" depending on the age of the funds concerned.

Stocks & WIP

Stocks and work in progress are split between fixed and current assets so that the amount in current assets is the lower of the costs and expected proceeds in proportion to the expected amount that will be sold and the stage of completion. Cost includes purchase price and, where appropriate, building costs, incidental costs of development and relevant interest payable. Work in progress includes the net cost of homes developed for other Registered Providers of Social Housing prior to transfer.

Sales & leaseback schemes

The Group has a leasehold interest in properties which have been subsequently leased back to the respective freeholders for the purpose of providing housing accommodation. The Group's net investment in these properties is disclosed in the Balance Sheet under "debtors - due after more than one year". The balance of the Group's investment in these properties is written down on a straight line basis over the remaining life of the Group's leasehold interest.

Supported housing managed by agencies

The treatment of income and expenditure in respect of supported housing projects depends on the nature of the partnership arrangements between the Group and its managing agents and on whether the Group carries the financial risk.

Where the Group holds the support contract with the Supporting People Administering Authority and carries the financial risk, all the project's income and expenditure is included in the Group's income and expenditure account.

Where the agency holds the support contract with the Supporting People Administering Authority and carries the financial risk, the income and expenditure account includes only that income and expenditure which relates solely to the Group.

Financial statements 2010/11

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

1 Principal accounting policies (continued)

Pension costs

The Group operates four defined benefit schemes and a Stakeholder Pension Scheme. The defined benefit schemes are set out below and are closed to new members.

Horizon Housing Group Pension Scheme

Local Government Pension Scheme – Kent County Council Scheme

Local Government Pension Scheme – East Sussex County Council Scheme

Pensions Trust - Social Housing Pension Scheme (SHPS)

The assets of the schemes are held separately from those of the Group.

In each case (except for SHPS), the pension scheme assets are measured using market values. Pension scheme liabilities are measured using a projected unit method and discounted at the current rate of return on a high quality corporate bond of equivalent term and currency to the liability.

The pension scheme surpluses (to the extent that it is recoverable) or deficits are recognised in full. The movement in the scheme surpluses/deficits is split between operating charges, finance items and, in the statement of total recognised gains and losses, actuarial gains and losses.

Social Housing Pension Scheme (SHPS)

The Group is unable to identify its share of the underlying assets and liabilities of the scheme on a consistent and reasonable basis and therefore, as required by FRS 17 'Retirement benefits', accounts for the scheme as if it were a defined contribution scheme. As a result, the amount charged to the income and expenditure account represents the contributions payable to the scheme in respect of the accounting period.

Stakeholder scheme

Employees have the option to join a Stakeholder Group Pension Plan, to which the Group makes a contribution of up to 10%. These contributions are accounted for as they become payable.

Local Government Pension Schemes

Where the scheme specified RPI as the indexation measure for pension increases in previous years, UITF abstract 48 requires that the change from RPI to CPI is treated as a change in benefit which gives rise to a past service gain in accordance with FRS17. The past service gain has been recognised in the income and expenditure account.

Where in previous years the scheme did not specify RPI as the indexation measure, UITF abstract 48 requires that a change in indexation is treated as a change in actuarial assumption, recognised as an actuarial gain in the Statement of Total Recognised Surpluses and Deficits.

Leases

Payments under operating leases are charged to the income and expenditure account so as to match the costs incurred with the income generated over the lease term.

Deferred Financing Costs

Deferred financing costs represent the costs incurred in securing new borrowing facilities and are deducted from the value of the loans and amortised over the life of the loans to which they relate.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

1 Principal accounting policies (continued)

Corporation Tax and deferred taxation

No taxation is payable by AmicusHorizon Group Ltd since it has charitable status and its activities are exempt from taxation. Taxation is chargeable on the activities of Crystal Palace Housing Association, AmicusHorizon Group Financing Limited, Lamborn Estates Limited, and Avenue Lettings and Management Ltd and a provision is made for any taxation payable.

Deferred tax is recognised without discounting in respect of all timing differences between the treatment of certain items for taxation and accounting purposes which have arisen but not reversed by the balance sheet date, except as otherwise required by FRS19 'Deferred Tax'.

Service charge sinking fund

Charges which are made to leaseholders for the replacement of equipment within their estates are held in sinking funds which are ring-fenced for the use on those estates. Such sinking funds are disclosed on the balance sheet as creditors.

Value Added Tax

The Group is partially exempt from VAT. A small proportion of VAT is reclaimable but, because of the small amounts involved, expenditure is shown gross and the VAT recovered is included in sundry income.

Reserves

Designated reserves

As the use of designated reserves has been limited, and designated for specific purposes, i.e where expenditure is expected in a near future period, the Board has authorised the release of previously unused balances to the revenue reserves.

Restricted reserves

The restricted reserve represents charitable funds whose use is restricted by the donor.

Amortisation of negative goodwill

Negative Goodwill arose on the acquisition of 1066 by the Group in October 2002. The negative goodwill will be transferred to the revenue reserves over the estimated useful economic life of the assets to which they relate.

Financial statements 2010/11

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

2 Lettings and other related information

2 (a) Particulars of turnover, operating costs and operating surplus

GROUP	2011			2010		
	Turnover	Operating costs	Operating surplus/ (deficit)	Turnover	Operating costs	Operating surplus/ (deficit)
	£'000	£'000	£'000	£'000	£'000	£'000
Social housing lettings	130,428	(104,920)	25,508	130,370	(102,772)	27,598
<hr/>						
Other social housing activities						
Supporting People contract income	4,661	(4,661)	-	4,931	(4,931)	-
Development services	476	(562)	(86)	-	(672)	(672)
Managed by others	3,264	(2,118)	1,146	3,263	(1,966)	1,297
Managed for others	226	(83)	143	130	(64)	66
Careline, emergency monitoring and out of hours service	597	(597)	-	513	(513)	-
Other	11	(2)	9	805	(774)	31
Exceptional pension credit	-	2,377	2,377	-	-	-
Sale of initial share to leaseholders	3,485	(3,758)	(273)	10,374	(11,856)	(1,482)
	12,720	(9,404)	3,316	20,016	(20,776)	(760)
<hr/>						
Non social housing activities						
Community activities	1,327	(1,764)	(437)	824	(1,272)	(448)
Market & sub-market renting	944	(1,043)	(99)	1,121	(1,216)	(95)
Commercial renting	1,646	(765)	881	1,537	(718)	819
Other	529	(254)	275	399	(247)	152
	4,446	(3,826)	620	3,881	(3,453)	428
<hr/>						
Total	147,594	(118,150)	29,444	154,267	(127,001)	27,266

Community activities includes grants received from the Big Lottery Fund of £247,582 (2010: £243,176) and related expenditure of £276,536 (2010: £232,111) for the following projects:

	£ Grant	£ Expenditure
Get On	113,641	141,176
Something Fishy	101,941	104,277
Neighbourhood Furniture Store	32,000	31,083
	<hr/>	<hr/>
	247,582	276,536

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

2 Lettings and other related information

2 (a) Particulars of turnover, operating costs and operating surplus (continued)

COMPANY	2011			2010		
	Turnover	Operating costs	Operating surplus/ (deficit)	Turnover	Operating costs	Operating surplus/ (deficit)
	£'000	£'000	£'000	£'000	£'000	£'000
Social housing lettings	129,759	(104,546)	25,213	129,952	(102,767)	27,185
Other social housing activities						
Supporting People contract income	4,661	(4,661)	-	4,931	(4,931)	-
Development services	476	(562)	(86)	-	(672)	(672)
Services to Group companies	227	(227)	-	221	(221)	-
Careline, emergency monitoring and out of hours service	597	(597)	-	513	(513)	-
Gift Aid	469	-	469	544	-	544
Managed for others	226	(83)	143	130	(64)	66
Managed by others	3,264	(2,118)	1,146	3,263	(1,966)	1,297
Other	-	-	-	33	-	33
Exceptional pension credit	-	2,377	2,377	-	-	-
Sale of initial share to leaseholders	3,485	(3,758)	(273)	10,374	(11,856)	(1,482)
	13,405	(9,629)	3,776	20,009	(20,223)	(214)
Non social housing activities						
Community activities	1,327	(1,764)	(437)	824	(1,272)	(448)
Sub-market renting	944	(1,043)	(99)	1,121	(1,216)	(95)
Commercial renting	1,646	(765)	881	1,537	(718)	819
Other	240	(29)	211	166	(44)	122
	4,157	(3,601)	556	3,648	(3,250)	398
Total	147,321	(117,776)	29,545	153,609	(126,240)	27,369

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

2 (b) Particulars of income and expenditure from social housing lettings

GROUP	Supported housing and				2011	2010
	General needs housing £'000	housing for older people £'000	Shared owner-ship £'000	Temporary social housing £'000	Total £'000	Total £'000
Rents receivable	89,455	10,962	6,997	9,389	116,803	116,116
Service charges receivable	3,107	3,595	2,885	53	9,640	9,200
Charges for support services	14	1,961	-	-	1,975	1,462
Net rental income	92,576	16,518	9,882	9,442	128,418	126,778
Other revenue grants	596	528	33	853	2,010	3,592
Turnover from social housing	93,172	17,046	9,915	10,295	130,428	130,370
Expenditure on letting activities						
Services	2,941	3,452	2,572	110	9,075	9,674
Management	23,966	4,940	2,623	2,452	33,981	32,869
Routine maintenance	16,830	609	-	1,069	18,508	16,297
Bad debts	27	74	(29)	428	500	565
Planned maintenance and Major Repairs	28,517	3,765	31	228	32,541	30,372
Rent/lease charges and other costs	12	25	-	6,540	6,577	6,598
Impairment of housing properties	(511)	-	(985)	-	(1,496)	-
Depreciation of housing properties	4,236	329	589	80	5,234	6,397
Operating costs on social housing	76,018	13,194	4,801	10,907	104,920	102,772
Operating surplus/(deficit) on social housing lettings	17,154	3,852	5,114	(612)	25,508	27,598
Void losses	(769)	(588)	(25)	(389)	(1,771)	(2,810)

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

2 (b) Particulars of income and expenditure from social housing lettings (continued)

COMPANY	General needs housing £'000	Supported housing and for Older People £'000	Shared owner- ship £'000	Temporary social housing £'000	2011 Total £'000	2010 Total £'000
Rents receivable net of identifiable service charges	89,455	10,962	6,495	9,389	116,301	115,614
Service charges receivable	3,107	3,595	2,721	53	9,476	9,041
Charges for support services	14	1,961	-	-	1,975	1,462
Rent from subsidiary undertakings	-	-	-	-	-	22
Net rental income	92,576	16,518	9,216	9,442	127,752	126,139
Revenue grant from local authorities and other agencies	596	528	30	853	2,007	3,813
Turnover from social housing	93,172	17,046	9,246	10,295	129,759	129,952
Expenditure on letting activities						
Services	2,941	3,452	2,450	110	8,953	9,560
Management	23,966	4,940	2,388	2,452	33,746	32,864
Routine maintenance	16,830	609	-	1,069	18,508	16,296
Bad debts	27	74	(27)	428	502	671
Planned maintenance and major repairs	28,517	3,765	26	228	32,536	30,372
Rent/lease charges and other costs	12	25	-	6,540	6,577	6,620
Impairment of housing properties	(511)	-	(985)	-	(1,496)	-
Depreciation of housing properties	4,236	329	575	80	5,220	6,384
Operating costs on social housing	76,018	13,194	4,427	10,907	104,546	102,767
Operating surplus/(deficit) on social housing lettings	17,154	3,852	4,819	(612)	25,213	27,185
Void losses	(769)	(588)	(25)	(389)	(1,771)	(2,810)

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

3 Directors' emoluments

The directors are defined for the purpose of this note as members of the Board, the Chief Executive and any other person who is a member of the senior management team.

The emoluments of the 4 (2010: 4) Executive Officers were:	2011 £'000	2010 £'000
Emoluments (including benefits in kind)	569	588
Pension contributions	53	51
	622	639
Emoluments (excluding pension contributions) paid to the highest paid director. The Group Chief Executive was the highest paid director in 2010/11.	177	189

The Chief Executive is a member of the AmicusHorizon money purchase scheme and a contribution of £16,625 (2010: £17,500) was made to this scheme on his behalf.

Board members received emoluments of £111,000 during the year (2010: £110,000).

	£'000 2011	£'000 2010
AmicusHorizon Limited Board		
Lord Falconer of Thoroton	17	17
Steve Douglas	12	12
Beverley Spear	6	7
Doreen Langston	7	7
Neil Robertson	7	7
Linda Seddon (Resident Board Member)	7	7
Michael Davis	7	7
David Dickenson	7	7
Peter Cruttenden	7	7
Rosemary Ley (Resident Board Member)	7	7
Paul Crouch (Resident Board Member - appointed 29 September 2010)	4	-
Bianca Layne (Resident Board Member - appointed 29 September 2010)	4	-
Carole Bailey (Resident Board Member - resigned 29 September 2010)	4	7
Trevor Seemann (Resident Board Member - resigned 29 September 2010)	4	7
AmicusHorizon Limited Committee		
Martin Burke (Avenue Lettings)	3	3
Robert Thompson (CASA Support)	3	3
AmicusHorizon Group Financing Limited		
Harry Cooper	5	5
	111	110

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

4 Employee information

The average full time equivalent (FTE) number of employees during the year including the executive directors was:

	GROUP		COMPANY	
	2011 FTE	2010 FTE	2011 FTE	2010 FTE
FTE number of employees	837	852	837	852
The aggregate cost of employing these staff was:	£'000	£'000	£'000	£'000
Wages & salaries	25,854	24,170	25,489	22,376
Social security costs	2,414	2,242	2,394	2,109
Pension costs	2,893	3,498	2,893	3,375
Exceptional pension credit - CPI change	(2,377)	-	(2,377)	-
Redundancy costs	164	418	164	418
	28,947	30,328	28,561	28,278

5 Surplus for the year

	GROUP		COMPANY	
	2011 £'000	2010 £'000	2011 £'000	2010 £'000
The surplus is stated after charging/(crediting):				
Depreciation	6,807	8,056	6,793	8,042
Impairment of housing properties	(1,496)	-	(1,496)	-
Exceptional item - pension costs LPFA buy out	-	1,102	-	1,102
Exceptional pension credit - CPI change	(2,377)	-	(2,377)	-
Auditors' remuneration:				
in respect of audit services	147	137	139	131
in respect of other services	5	7	5	7
Operating lease charges – plant & machinery	80	150	80	142
Operating lease charges – land & buildings	515	472	515	445

6 Net proceeds from sale of fixed assets

	GROUP		COMPANY	
	2011 £'000	2010 £'000	2011 £'000	2010 £'000
Sales proceeds	11,291	14,652	11,031	14,444
Cost of sales	(4,613)	(7,616)	(4,555)	(7,535)
	6,678	7,036	6,476	6,909

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

7 Interest receivable

	GROUP		COMPANY	
	2011 £'000	2010 £'000	2011 £'000	2010 £'000
Other interest receivable	195	236	193	236

8 Interest payable and similar charges

	GROUP		COMPANY	
	2011 £'000	2010 £'000	2011 £'000	2010 £'000
On bank loans, overdrafts and other loans:				
repaid during the year	403	97	403	97
repayable within 5 years	5,321	4,528	1,853	473
repayable after more than 5 years	21,681	25,857	2,639	899
	27,405	30,482	4,895	1,469
On loans from fellow subsidiary undertakings:				
repayable within 5 years	-	-	3,468	4,055
repayable after more than 5 years	-	-	19,042	24,958
	-	-	22,510	29,013
Total interest charges	27,405	30,482	27,405	30,482
Other interest payable	1,450	670	1,450	670
Finance costs in the pension scheme	1,551	1,801	1,551	1,801
Loan interest capitalised on developments	(495)	(993)	(495)	(993)
Total interest charges	29,911	31,960	29,911	31,960

9 Taxation

AmicusHorizon Ltd is a charitable housing association and is not liable to Corporation Tax on its charitable activities. Six subsidiaries, Amicus Group Ltd, Avenue Lettings & Management Ltd, Crystal Palace Housing Association (CPHA), AmicusHorizon Group Financing, Lamborn Estates Ltd and SLD Architects & Surveyors Ltd, are subject to Corporation Tax.

A reconciliation between Corporation Tax at the standard rate on the surplus on ordinary activities and the actual tax charge has not been provided due to the charitable status of AmicusHorizon Group Ltd and most of its subsidiaries.

The tax recognised in the income and expenditure account represents a charge of £25,000 for CPHA.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

10 Tangible fixed assets – housing properties GROUP

	Housing properties held for letting £'000	Completed shared ownership schemes £'000	Schemes under construction £'000	Total £'000
Cost				
At 1 April 2010	1,058,094	173,893	26,492	1,258,479
Transfer between tenures	1,458	(1,458)	-	-
Transfer to current assets	-	(154)	-	(154)
Transfer between cost & grant	(7,146)	-	-	(7,146)
Additions during year	261	647	13,378	14,286
Improvements	8,600	-	-	8,600
Transfer on completion	18,464	9,721	(28,185)	-
Transfer to Julia Spicer	(129)	-	-	(129)
Disposals during year	(4,534)	(2,312)	-	(6,846)
At 31 March 2011	<u>1,075,068</u>	<u>180,337</u>	<u>11,685</u>	<u>1,267,090</u>
Depreciation				
At 1 April 2010	42,108	2,145	-	44,253
Charge for year	4,574	591	-	5,165
Disposals during year	(896)	(56)	-	(952)
At 31 March 2011	<u>45,786</u>	<u>2,680</u>	<u>-</u>	<u>48,466</u>
Provision for impairment				
At 1 April 2010	2,084	1,483	2,510	6,077
Released during year	(498)	(959)	(478)	(1,935)
Transfer on completion	803	1,149	(1,952)	-
At 31 March 2011	<u>2,389</u>	<u>1,673</u>	<u>80</u>	<u>4,142</u>
Cost less depreciation and impairment	<u>1,026,893</u>	<u>175,984</u>	<u>11,605</u>	<u>1,214,482</u>
Social Housing Grant				
At 1 April 2010	481,954	60,455	15,967	558,376
Transfer between cost & grant	(7,146)	-	-	(7,146)
Receivable during year	-	44	9,765	9,809
Transferred on completion	11,031	3,220	(14,251)	-
Transfer to subsidiary undertaking	1,079	(1,079)	-	-
Transfer to Julia Spicer	(118)	-	-	(118)
Disposals during year	(2,697)	(895)	-	(3,592)
At 31 March 2011	<u>484,103</u>	<u>61,745</u>	<u>11,481</u>	<u>557,329</u>
Other grants				
At 1 April 2010 and 31 March 2011	<u>3,528</u>	<u>4,798</u>	<u>-</u>	<u>8,326</u>

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

10 Tangible fixed assets – housing properties GROUP (continued)

	Housing properties held for letting £'000	Completed shared ownership schemes £'000	Schemes under construction £'000	Total £'000
Net Book Value				
At 31 March 2011	539,262	109,441	124	648,827
At 31 March 2010	528,420	105,012	8,015	641,447

The cost of land included in the above which is not subject to depreciation is £207 million (2010: £205 million). The net book value of leasehold land and buildings included above is £34 million (2010: £34 million).

Additions to housing properties in the course of construction during the year included capitalised interest of £0.5 million (2010: £1 million) at an average interest rate during the year of 5.6% (2010: 5.8%).

The total expenditure on works to existing properties during the year was £41.1 million (2010: £40.1 million), of which £8.6 million (2010: £9.7 million) was capitalised.

10B Tangible fixed assets – housing properties – COMPANY

	Housing properties held for letting £'000	Completed shared ownership £'000	Schemes under construction £'000	Total £'000
Cost				
At 1 April 2010	1,058,094	165,864	26,492	1,250,450
Transfer between tenures	1,458	(1,458)	-	-
Additions during year	261	647	13,378	14,286
Improvements	8,600	-	-	8,600
Transfer to current assets	-	(154)	-	(154)
Transfer on completion	18,464	9,721	(28,185)	-
Disposals during year	(4,534)	(2,255)	-	(6,789)
Transfer to Julia Spicer	(129)	-	-	(129)
Transfer between cost & grant	(7,146)	-	-	(7,146)
At 31 March 2011	1,075,068	172,365	11,685	1,259,118
Depreciation				
At 1 April 2010	42,108	2,042	-	44,150
Charge for year	4,574	577	-	5,151
Disposals	(896)	(55)	-	(951)
At 31 March 2011	45,786	2,564	-	48,350

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

10B Tangible fixed assets – housing properties – COMPANY (continued)

	Housing properties held for letting £'000	Completed shared ownership £'000	Schemes under construction £'000	Total £'000
Provision for impairment				
At 1 April 2010	2,084	1,483	2,510	6,077
Released during year	(498)	(959)	(478)	(1,935)
Transfer on completion	803	1,149	(1,952)	-
At 31 March 2011	<u>2,389</u>	<u>1,673</u>	<u>80</u>	<u>4,142</u>
Cost less depreciation and impairment	<u>1,026,893</u>	<u>168,128</u>	<u>11,605</u>	<u>1,206,626</u>
Social Housing Grant				
At 1 April 2010	481,954	54,536	15,967	552,457
Transfer between tenure	1,079	(1,079)	-	-
Received during year	-	44	9,765	9,809
Transferred on completion	11,031	3,220	(14,251)	-
Disposals during year	(2,697)	(836)	-	(3,533)
Transfer to Julia Spicer	(118)	-	-	(118)
Transfer between cost & grant	(7,146)	-	-	(7,146)
At 31 March 2011	<u>484,103</u>	<u>55,885</u>	<u>11,481</u>	<u>551,469</u>
Other grants				
At 1 April 2010 and 31 March 2011	<u>3,528</u>	<u>4,798</u>	<u>-</u>	<u>8,326</u>
Net Book Value				
At 31 March 2011	<u>539,262</u>	<u>107,445</u>	<u>124</u>	<u>646,831</u>
At 31 March 2010	<u>528,420</u>	<u>103,005</u>	<u>8,015</u>	<u>639,440</u>

The cost of land included in the above which is not subject to depreciation is £207 million (2010: £205 million). The net book value of leasehold land and buildings included above is £34 million (2010: £34 million).

Additions to housing properties in the course of construction during the year included capitalised interest of £0.5 million (2010: £1 million) at an average interest rate during the year of 5.6% (2010: 5.8%).

The total expenditure on works to existing properties during the year was £41.1 million (2010: £40.1 million), of which £8.6 million (2010: £9.7million) was capitalised.

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Notes to the financial statements for the year ended 31 March 2011 (continued)

11 Social Housing Grant and other capital grant

Total social housing grant and other grant receivable to date is as follows:

	GROUP 2011 £'000	COMPANY 2011 £'000
SHG and other capital grants deducted from housing properties – cost	565,655	559,795
Add: Cumulative amount credited to income & expenditure account	10,898	10,414
	576,553	570,209

12A Tangible fixed assets – other fixed assets – GROUP

	Land & buildings £'000	Furniture & office equipment £'000	Computer equipment & software £'000	Motor vehicles £'000	Total £'000
Cost					
At 1 April 2010	14,099	6,263	5,244	136	25,742
Additions during year	65	84	1,309	7	1,465
Disposal during year	(8)	-	(1)	-	(9)
At 31 March 2011	14,156	6,347	6,552	143	27,198
Grant funding					
At 1 April 2010	432	-	-	-	432
Additions during year	-	-	12	-	12
At 31 March 2011	432	-	12	-	444
Depreciation					
At 1 April 2010	2,904	4,093	3,953	112	11,062
Charge for year	393	543	691	15	1,642
Disposal during year	(4)	-	-	-	(4)
At 31 March 2011	3,293	4,636	4,644	127	12,700
Net book value					
At 31 March 2011	10,431	1,711	1,896	16	14,054
At 31 March 2010	10,763	2,170	1,291	24	14,248

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

12B Tangible fixed assets – other fixed assets – COMPANY

	Land & buildings £'000	Furniture & office equipment £'000	Computer equipment & software £'000	Motor vehicles £'000	Total £'000
Cost					
At 1 April 2010	14,099	6,257	5,244	122	25,722
Additions during year	65	84	1,309	7	1,465
Disposal during year	(8)	-	(1)	-	(9)
At 31 March 2011	14,156	6,341	6,552	129	27,178
Grant funding					
At 1 April 2010	432	-	-	-	432
Additions during year	-	-	12	-	12
At 31 March 2011	432	-	12	-	444
Depreciation					
At 1 April 2010	2,904	4,087	3,953	98	11,042
Charge for year	393	543	691	15	1,642
Disposal during year	(4)	-	-	-	(4)
At 31 March 2011	3,293	4,630	4,644	113	12,680
Net book value					
At 31 March 2011	10,431	1,711	1,896	16	14,054
At 31 March 2010	10,763	2,170	1,291	24	14,248

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Notes to the financial statements for the year ended 31 March 2011 (continued)

13 Stocks and work in progress

	GROUP Schemes under development for other associations £'000	COMPANY Schemes under development for other associations £'000
Cost		
At 1 April 2010	2,177	2,177
Disposals during year	(2,177)	(2,177)
At 31 March 2011	-	-
Less: grants receivable		
Social Housing Grant		
At 1 April 2010	1,365	1,365
Disposals during year	(1,365)	(1,365)
At 31 March 2011	-	-
Net Book Value		
At 31 March 2011	-	-
At 31 March 2010	812	812

	GROUP		COMPANY	
	2011 £'000	2010 £'000	2011 £'000	2010 £'000
1st Tranche sales				
Completed	1,854	1,503	1,854	1,503
Under construction	932	2,945	932	2,945
	2,786	4,448	2,786	4,448

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

14 Debtors

	GROUP		COMPANY	
	2011	2010	2011	2010
	£'000	£'000	£'000	£'000
Amounts receivable after more than one year				
Leaseback schemes	2,470	2,612	2,470	2,612
Service charge debtor	1,110	1,126	1,110	1,126
Loan receivable – Knights Foyer	30	90	30	90
	3,610	3,828	3,610	3,828
Amounts receivable within one year				
Rental debtors	10,513	11,754	10,436	11,628
Provision for bad and doubtful debts	(4,588)	(4,955)	(4,552)	(4,915)
	5,925	6,799	5,884	6,713
Social Housing Grant receivable	-	976	-	976
Trade debtors	811	399	800	349
Other debtors	1,875	1,521	1,860	1,518
Amounts owed by subsidiary undertakings	-	-	13	157
Prepayments and accrued income	2,724	2,721	2,724	2,716
	11,335	12,416	11,281	12,429

Debtors include a loan to Knights Millennium Foyer which is secured by a fixed charge over the building owned by that organisation. Interest is charged at base plus 1% and the loan is repayable in instalments. The total loan at 31 March 2011 is £90,000 (2010 £150,000).

15 Cash at bank and in hand

Group cash balances include £5,080,000 (2010: £4,287,000) held in separate accounts for sinking funds on behalf of leaseholders.

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Notes to the financial statements for the year ended 31 March 2011 (continued)

16 Creditors: amounts falling due within one year

	GROUP		COMPANY	
	2011	2010	2011	2010
	£'000	£'000	£'000	£'000
Corporation tax	143	116	-	-
Interest payable	3,114	2,970	3,114	2,970
Loan repayments	826	1,360	826	1,360
Taxation and social security	415	363	415	336
Rent paid in advance	3,824	3,139	3,796	3,129
Trade creditors	1,290	6,431	1,290	6,431
Other creditors and accruals	21,053	26,800	21,031	26,753
Service charge creditor	4,502	4,137	4,502	4,137
Bank overdraft	3,893	87	3,893	87
Disposal proceeds fund	-	593	-	593
Amounts due to subsidiary undertakings	-	-	509	99
Recycled capital grant fund	1,163	1,342	1,084	1,099
	40,223	47,338	40,460	46,994

17 Creditors: amounts falling due after more than one year

	GROUP		COMPANY	
	2011	2010	2011	2010
	£'000	£'000	£'000	£'000
Housing loans:				
Conventional loans and debentures	542,716	538,747	542,716	538,747
Index linked loans	13,959	13,959	13,959	13,959
Deferred interest loans	126	129	126	129
Deferred financing costs	(1,854)	(1,984)	(1,854)	(1,984)
Total housing loans due after more than one year	554,947	550,851	554,947	550,851
Other creditors falling due after more than one year:				
PSL handback & lease premium grant subsidy	3,425	2,956	3,425	2,956
Service charge creditor	2,285	3,050	1,998	2,807
Recycled capital grant fund	2,866	2,909	2,746	2,769
Disposal proceeds fund	153	153	153	153
Other creditors	566	282	566	282
Creditors due after more than one year	564,242	560,201	563,835	559,818

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Notes to the financial statements for the year ended 31 March 2011 (continued)

18 Creditors: housing loans due after more than one year

	GROUP		COMPANY	
	2011	2010	2011	2010
	£'000	£'000	£'000	£'000
Housing loans are repayable as follows:				
One to two years	956	122,207	956	122,207
Two to five years	64,447	5,019	64,447	5,019
More than five years	491,398	425,609	491,398	425,609
	556,801	552,835	556,801	552,835
Loans repayable by instalments, some of which fall due to be repaid in more than five years:				
Conventional loans	556,801	421,824	556,801	421,824
Index linked loans	-	13,959	-	13,959
Deferred interest loans	-	129	-	129
	556,801	435,912	556,801	435,912
Loans repayable after more than one year, other than by instalments:				
Conventional loans and debentures	-	116,923	-	116,923
Total	556,801	552,835	556,801	552,835

The Group has interest rate swap agreements in place to hedge against the risk of interest rate increases in its floating rate debt. Of the total fixed rate debt of £394.5 million, £245.3 million is hedged by swaps which have been fixed for periods ranging from one to twenty-two years. The Group had undrawn committed loan facilities of £40 million. The undrawn facilities are fully secured and therefore funds can be drawn down at short notice. Of the total loan facilities £140 million are on a revolving basis which allows the Group to draw and repay variable loans when surplus cash becomes available.

19 Recycled Capital Grant Fund (RCGF) and Disposal Proceeds Fund (DPF)

	GROUP		COMPANY	
	RCGF	DPF	RCGF	DPF
	£'000	£'000	£'000	£'000
At 1 April 2010	4,251	746	3,868	746
Grants recycled	1,789	-	1,730	-
Transferred from other Group members	-	-	243	-
Interest accrued	27	-	27	-
New developments and repairs to existing properties	(2,038)	(593)	(2,038)	(593)
At 31 March 2011	4,029	153	3,830	153
Amount due for repayment to the Homes and Communities Agency				
Within 1 year	1,163	-	1,084	-
Within 2 to 3 years	2,866	153	2,746	153
	4,029	153	3,830	153

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Notes to the financial statements for the year ended 31 March 2011 (continued)

20 Non-equity share capital

	COMPANY	
	2011	2010
	£	£
Shares of £1 issued and fully paid		
At 1 April	429	540
Issued in year	-	-
Cancelled in year	-	(111)
At 31 March	429	429

Every member of the Company holds one share of £1. These shares carry no dividend rights and, on cessation of membership of the Company, are cancelled and the amount paid becomes the property of the Company. Each member has the right to vote at members' meetings.

21 Negative Goodwill

	£'000
At 1 April 2010	26,782
Amortisation of negative goodwill	(325)
At 31 March 2011	26,457

22 Designated reserves

	GROUP	COMPANY
	£'000	£'000
Major repair reserves		
At 1 April 2010	168	168
Transfer to revenue reserve	-	-
At 31 March 2011	168	168
Neighbourhood furniture store designated reserve		
At 1 April 2010	95	-
Transfer to revenue reserve	16	-
At 31 March 2011	111	-
Total designated reserves at 31 March 2011	279	168
Total designated reserves at 31 March 2010	263	168

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Notes to the financial statements for the year ended 31 March 2011 (continued)

23 Restricted reserves

	GROUP £'000	COMPANY £'000
At 1 April 2010	66	56
Transfer from revenue reserve	31	-
At 31 March 2011	97	56

24 Income & expenditure reserve

	GROUP		COMPANY
	2011 £'000	2010 £'000	2011 £'000
At 1 April 2010	17,344	29,372	15,353
Surplus for the year	6,381	2,605	6,303
Actuarial gain/(loss) on pension scheme	10,340	(14,941)	10,340
Transfer to restricted reserves	(31)	(10)	-
Transfer to designated reserves	(16)	(7)	-
Amortisation of negative goodwill	325	325	325
At 31 March 2011	34,343	17,344	32,321

The income and expenditure reserve comprises

Income and expenditure reserve excluding pension liability	57,882	53,213	55,860	51,222
Pension liability	(23,539)	(35,869)	(23,539)	(35,869)
	34,343	17,344	32,321	15,353

25 Capital commitments

	GROUP		COMPANY
	2011 £'000	2010 £'000	2011 £'000
Capital expenditure which has been contracted for but not provided for in the financial statements	24,249	43,285	24,249
Capital expenditure which has been authorised by the Board but not yet contracted for	-	-	-

The amount contracted for at 31 March 2011 will be funded from grants approved by the Homes and Communities Agency (approx 31%) or will be financed from private loans (approx 51%) and sales (approx 18%). Under regulations approved by the Board, expenditure to certain levels may be authorised by appropriate officers, and such authorised expenditure is included above.

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Notes to the financial statements for the year ended 31 March 2011 (continued)

26 Financial Commitments

At 31 March 2011 the Group and Company had annual commitments under non-cancellable operating leases as follows:

	GROUP		COMPANY	
	2011 £'000	2010 £'000	2011 £'000	2010 £'000
Land and buildings				
Leases expiring within one year	1,019	903	1,019	903
Two to five years	4,087	3,952	4,060	3,925
Over five years	488	432	488	432
	5,594	5,287	5,567	5,260
Other				
Leases expiring within one year	21	80	21	80
Two to five years	161	123	161	123
	182	203	182	203
Total	5,776	5,490	5,749	5,463

27 Subsidiary undertakings and joint ventures

The following managed undertakings are subsidiaries by virtue of the ability of the Company to control the composition of their Board and, in accordance with financial reporting standards, the results of the undertakings are incorporated in the consolidated accounts. Where indicated, subsidiaries are Registered Providers of Social Housing (RPSH).

Name of undertaking	Country of registration	Principal activity
Amicus Group Ltd	UK RPSH	Support Services for Group
AmicusHorizon Group Financing Ltd	UK	Group financing vehicle
Avenue Lettings & Management Ltd	UK	Dormant
Crystal Palace Housing Association Limited	UK RPSH	Shared ownership
The Fresh Visions People Ltd	UK Charity	Registered Charity
Lamborn Estates Ltd	UK	Property development
Nightingale Housing Association Limited	UK RPSH	Dormant
SLD Architects & Surveyors Limited	UK	Dormant
Thameside Housing Association Ltd	UK RPSH	Dormant

The Association has entered into a joint agreement with two other Registered Providers of Social Housing to own and manage St Martin's Estate in Lambeth. The Association's share of 41.3% is incorporated in the consolidated accounts.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

28 Accommodation in management

	GROUP		COMPANY	
	2011	2010	2011	2010
Social housing accommodation in management				
Permanent housing units and bed spaces	21,690	21,678	21,690	21,678
Permanent housing units and bed spaces St Martins	348	348	348	348
Leaseback schemes	191	191	191	191
Temporary housing units	1,084	1,097	1,084	1,097
Hostel units and bed spaces	394	373	394	373
Low cost home ownership	3,259	3,214	2,945	2,895
	26,966	26,901	26,652	26,582
Non social housing accommodation in management				
Housing accommodation let at market rents	125	125	125	125
Managed for others	28	22	28	22
Leaseholders	668	665	668	665
	821	812	821	812
Managed by agencies	461	461	461	461
St Martins Estate				
AmicusHorizon owns 41.3% of St Martins Estate.				
The following are total unit numbers managed by St Martins:				
Managed for rent	853	856	853	856
Leaseholders	354	351	354	351
Managed on behalf of Metropolitan Housing Trust	25	25	25	25
	1,232	1,232	1,232	1,232

	GROUP		COMPANY	
	2011	2010	2011	2010
Accommodation managed by others				
Number of units of accommodation managed by others				
At start of year	461	477	461	477
At end of year	440	461	440	461

29 Related party transactions

The Company has taken advantage of the exemption conferred by FRS8 para. 3(c) not to disclose transactions with group undertakings eliminated on consolidation.

The tenancies, rents and arrears policy of resident Board members are on normal commercial terms. They are unable to use their position to their advantage.

30 Legislative provisions

The Company is incorporated under the Industrial and Provident Societies Act 1965.

Financial statements 2010/11

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

31 Pension commitments

AmicusHorizon Limited operates four defined benefit schemes for its employees, Social Housing Pension Scheme (SHPS), Horizon Housing Group Pension Scheme (HHGPS) and two Local Government Pension Schemes: East Sussex County Council Pension Fund (ESCC) and Kent County Council Scheme (KCCS). The assets of the schemes are held separately from those of the Group and are managed by trustees. The contributions are determined on the basis of triennial valuations using the projected unit method.

Having adopted Financial Reporting Standard 17 "Retirement benefits" (FRS 17) our proportion of the assets and liabilities of the scheme are recognised on the balance sheet. In addition, current service costs and net financial returns are included in the income and expenditure account in the period to which they relate. Actuarial gains and losses are included in the statement of total recognised surpluses and deficits.

SHPS - the pensions trust

SHPS is a multi employer scheme which is unable to identify the share of scheme assets and liabilities relating to AmicusHorizon on a consistent and reasonable basis. Therefore in accordance with FRS17 'Retirement Benefits' the scheme has been accounted for in these financial statements as if it were a defined contribution scheme. The scheme is funded and is contracted out of the state scheme.

During the year the Association paid contributions at the rate of 11.7%. Member contributions varied between 3.1% and 6.1% depending on their age.

Following a change of legislation in September 2005 there is a potential debt on the employer that could be levied by the Trustees of the Scheme. The debt is due in the event of the employer ceasing to participate in the Scheme or the Scheme winding up. The debt for the Scheme as a whole is calculated by comparing the liabilities for the Scheme (calculated on a buy-out basis i.e. the cost of securing benefits by purchasing annuity policies from an insurer, plus an allowance for expenses) with the assets.

The leaving employer's share of the buy-out debt is the proportion of the scheme's liability attributable to employment with the leaving employer compared to the total amount of the Scheme's liabilities (relating to employment with all the currently participating employers). The leaving employer's debt therefore includes a share of any "orphan" liabilities in respect of previously participating employers. The amount of the debt therefore depends on many factors including total Scheme liabilities, Scheme investment performance, the liabilities in respect of current and former employees of the employer, financial conditions at the time of the time of the cessation event and the insurance buy-out market. The amounts of debt can therefore be volatile over time.

Principal assumptions

In accordance with Financial Reporting Standard No. 17 – Retirement Benefits (FRS 17) disclosure of certain information concerning assets, liabilities, income and expenditure relating to pension schemes is required. These are summarised below:

Triennial valuations

The triennial valuations for each scheme were last undertaken at 31 March 2010 for the ESCC and KCC schemes and at 31 March 2008 for HHGPS.

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

31 Pension commitments (continued)

Investment returns

The return on each fund in terms of market value for the year to 31 March 2011 is estimated based on actual returns as provided by the Administering Authority and index returns where necessary. Details are given below:

Actual Return for Period from 1 April 2010 to 31 March 2011	(5.5%) - (6.0%)
Estimated Return for Period from 1 April 2010 to 31 March 2011	(5.4%) - (7.8%)

Split of plan assets

The major categories of plan assets as a percentage of total plan assets are as follows:

Year Ended	Range	
	31 March 2011	31 March 2010
Equities	66.5% - 78%	66% - 76%
Bonds	8% - 27.5%	5% - 17%
Property	5.7% - 9%	7% - 9%
Cash	0.3% - 6%	4% - 14%

Mortality

Life expectancy is based on the PFA92 and PMA92 tables, projected to calendar year 2033 for non pensioners and 2017 for pensioners. Based on these assumptions, the average future life expectancies at age 65 are summarised below:

	Range	
	Males	Females
Current Pensioners	19.8 - 21.3 years	23.4 - 23.9 years
Future Pensioners	21.9 - 23.3 years	25.7 - 25.8 years

Financial assumptions

The main financial assumptions at 31 March each year were as follows:

Range	31 March 2011	31 March 2010	31 March 2009	31 March 2008	31 March 2007
Rate of general long term increase in salaries	4.65% - 5.1%	4.9% - 5.4%	4.5% - 4.6%	4.5% - 5.1%	4.5% - 4.7%
Rate of increase in pensions in payment	2.7% - 3.75%	3.9% - 4.0%	3.1% - 3.6%	3.6%	3.1% - 3.2%
Rate of increase to deferred pensions	2.8%	2.5% - 5.5%	6.9%	6.9%	5.4%
Discount rate	5.5%	5.5% - 5.7%	5.5% - 6.9%	5.6% - 6.9%	5.0% - 5.4%
Inflation assumption (CPI)	2.7% - 3.25%	-	-	-	-

The assumptions used by the actuary are the best estimates chosen from a range of possible actuarial assumptions, which, due to the timescale covered, may not necessarily be borne out in practice.

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AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

31 Pension commitments (continued)

Expected long term rates of return at 31 March each year

Range	Long term rate of return 31 March 2011	Long term rate of return 31 March 2010	Long term rate of return 31 March 2009	Long term rate of return 31 March 2008	Long term rate of return 31 March 2007
Equities	5.9% - 7.5%	6.0% - 7.5%	5.5% - 7%	6.1% - 7.7%	6.3% - 7.8%
Bonds	4.4% - 9.9%	4.5% - 10.0%	4.0% - 5.5%	4.6% - 6.3%	4.8% - 6.4%
Property	4.9% - 5.5%	5.0% - 5.5%	4.5% - 6.0%	5.1% - 6.7%	5.3% - 6.8%
Cash	0.5% - 3.0%	0.5% - 3.0%	4% - 5.0%	4.8% - 5.25%	4.9% - 5.25%

Balance Sheet

Year ended	31 March 2011 £'000	31 March 2010 £'000
Fair value of employer assets	55,160	52,027
Present value of funded liabilities	(78,318)	(87,432)
Net under in funded plans	(23,158)	(35,405)
Present value of unfunded liabilities	(381)	(464)
Net liability	(23,539)	(35,869)

Funding position at 31 March

	31 March 2011 £'000	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000
Share of assets	55,160	52,027	39,686	49,706	51,920
Estimated funded liabilities	(78,699)	(87,896)	(62,632)	(73,277)	(75,360)
Deficit	(23,539)	(35,869)	(22,946)	(23,571)	(23,440)

AmicusHorizon Limited

Notes to the financial statements for the year ended 31 March 2011 (continued)

31 Pension commitments (continued)
Analysis of amounts charged to Operating Surplus for each year ended 31 March

	31 March 2011 £'000	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000
Current service cost	1,256	1,094	1,348	1,914	2,112
Past service (gain)/cost	(2,377)	-	160	53	-
Gains on settlements or curtailments	-	-	-	-	13
Total operating (credit)/charge	(1,121)	1,094	1,508	1,967	2,125

Analysis of amount charged to interest payable and similar charges for each year ended 31 March

	31 March 2011 £'000	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000
Expected return on employer assets	3,231	1,818	3,084	3,319	2,910
Interest on pension scheme liabilities	(4,782)	(4,025)	(4,471)	(3,931)	(3,606)
Net return	(1,551)	(2,207)	(1,387)	(612)	(696)

Analysis of amount recognised in Statement of Total Recognised Gains and Losses for each year ended 31 March

	31 March 2011 £'000	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000
Actual return less expected return on pension schemes	4,399	3,367	(3,859)	(6,037)	103
Experience gains and losses on the scheme liabilities	3,975	(176)	(1,624)	431	(54)
Past service gain	1,001	-	-	-	-
Changes in underlying assumptions	965	(18,132)	6,857	5,517	913
Total actuarial gain/(loss)	10,340	(14,941)	1,374	(89)	962

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AmicusHorizon Limited

Notes to the Financial Statements for the year ended 31 March 2011 (continued)

31 Pension commitments (continued)

Analysis of movement in surplus during each year to 31 March

	31 March 2011 £'000	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000
Deficit at the beginning of the year	(35,869)	(22,946)	(23,571)	(23,440)	(23,744)
Less LPFA scheme closure	-	2,149	-	-	-
Total contributions	2,420	2,631	2,312	2,747	2,315
Current service cost	(1,256)	(1,094)	(1,348)	(1,914)	(2,125)
Past service gains/(costs)	3,378	-	(74)	(53)	-
Other finance costs	(1,551)	(1,668)	(1,639)	(822)	(848)
Actuarial gain/(loss)	9,339	(14,941)	1,374	(89)	962
Deficit in the schemes at the end of the year	(23,539)	(35,869)	(22,946)	(23,571)	(23,440)

Reconciliation of opening and closing balances of the fair value of scheme assets as at 31 March

	31 March 2011 £'000	31 March 2010 £'000
Opening fair value of assets	52,027	39,686
Less LPFA scheme closure	-	(1,830)
Expected return on assets	3,231	1,818
Actuarial (losses)/gains on assets	(250)	12,110
Contributions by the employer	1,932	2,310
Contributions by the participants	276	303
Net benefits paid out	(2,056)	(2,370)
Closing fair value of assets	55,160	52,027

Reconciliation of opening and closing balances of the present value of scheme liabilities as at 31 March

	31 March 2011 £'000	31 March 2010 £'000
Opening present value of liabilities	87,896	62,632
Less LPFA scheme closure brought forward	-	(3,979)
Current service costs	1,256	1,194
Interest cost	4,782	4,025
Contributions by participants	276	303
Actuarial (gains)/losses on liabilities	(9,589)	26,840
Net benefits paid out	(2,056)	(2,565)
Gains on curtailments	(488)	(554)
Past service gain	(3,378)	-
Closing present value of liabilities	78,699	87,896

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*Calls free from a BT landline, charges from mobiles and other networks may vary.
**If you are calling from a mobile, it may be cheaper for you to dial 01795 434 606.
Calls may be recorded and monitored for quality and training purposes.



Making homes, helping people



AmicusHorizon

Restated Financial Statements of the Borrower for the Financial Year ended 31st March, 2011

Nexia Smith & Williamson

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Email: firstname.surname@smith.williamson.co.uk • www.nexiasmith.williamson.co.uk

NX: A-HO580/AJP/SJQ

9 March 2012

The Board
AmicusHorizon Limited
60 Bell Road
Sittingbourne
ME10 4HE

Dear Sirs

AmicusHorizon Limited

We report on the financial information of AmicusHorizon Limited for the years ended 31 March 2010 and 31 March 2011 set out in section headed 'Financial Statements of the Borrower' of the prospectus dated 9 March 2012 (the '**Prospectus**') of AmicusHorizon Finance plc. This financial information has been prepared for inclusion in the Prospectus on the basis of the accounting policies set out in note 1 to the financial information. This report is required by Annex IX item 11.1 of Commission Regulation (EC) No 809/2004 (the **Prospectus Directive Regulation**) and is given for the purpose of complying with that requirement and for no other purpose.

Responsibilities

You are responsible for preparing the financial information in accordance with UK GAAP. It is our responsibility to form an opinion on the financial information and to report our opinion to you.

Save for any responsibility arising under Prospectus Rule 5.5.4R(2)(f) to any person as and to the extent there provided, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in accordance with this report or out statement, required by and given solely for the purposes of complying with Annex IX item 13.1 of the Prospectus Directive Regulation, consenting to its inclusion in the Prospectus.

Nexia Smith & Williamson Audit Limited

Registered in England at 25 Moorgate, London, EC2R 6AY No. 4469576

Nexia Smith & Williamson Audit Limited is a company registered to carry out audit work and is regulated for a range of investment activities by the Institute of Chartered Accountants in England and Wales.

Smith & Williamson Limited is a separate company that provides professional resources and certain services to

Nexia Smith & Williamson Audit Limited under the terms of a formal agreement on an arm's length basis.

Nexia Smith & Williamson Audit Limited is a member of Nexia International, a worldwide network of independent accounting firms.

Basis of opinion

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

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

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

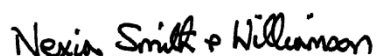
Opinion on financial information

In our opinion, the financial information gives, for the purposes of the Prospectus, a true and fair view of the state of affairs of AmicusHorizon Limited as at 31 March 2010 and 31 March 2011 in accordance with UK GAAP.

Declaration

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

Yours faithfully

A handwritten signature in black ink that reads "Nexia Smith & Williamson".

Nexia Smith & Williamson
Chartered Accountants

AMICUSHORIZON LIMITED

INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31 MARCH 2011

		GROUP	
	Note	2011 £'000	2010 £'000
Turnover	2(a)	147,594	154,267
Less:			
Operating costs	2(a)	(119,629)	(127,886)
Operating surplus	2(a)	27,965	26,381
Surplus on disposal of properties	6	6,616	7,007
Surplus for the year before interest and tax		34,581	33,388
Interest receivable and similar income	7	195	236
Interest payable	8	(29,911)	(31,960)
Surplus for the year before taxation		4,865	1,664
Tax (charge)/credit on surplus on ordinary activities	9	(25)	27
Surplus for the year	5	4,840	1,691

The above results relate wholly to continuing activities.

**STATEMENT OF TOTAL RECOGNISED SURPLUSES AND DEFICITS
FOR THE YEAR ENDED 31 MARCH 2011**

	Note	2011 £'000	2010 £'000
Surplus for the year		4,840	1,691
Actuarial gain/(loss) on pension schemes in the year	30	10,340	(14,941)
Total recognised surpluses/(deficits) for the current year		15,180	(13,250)

AMICUSHORIZON LIMITED

Balance Sheet as at 31 March 2011

		GROUP	
	Note	2011 £'000	2010 £'000
Fixed assets	10		
Tangible fixed assets:			
Housing Properties cost less depreciation		1,186,256	1,173,893
Less:			
Social Housing Grant		(557,329)	(551,230)
Other Grants		(8,326)	(8,326)
		<u>620,601</u>	<u>614,337</u>
Other tangible fixed assets	12	<u>14,054</u>	<u>14,248</u>
Total Fixed Assets		<u>634,655</u>	<u>628,585</u>
Current assets			
Housing properties and stock for sale	13	-	812
Shared ownership properties for sale; first tranche portion	13	2,786	4,448
Debtors - amounts receivable after one year	14	3,610	3,828
Debtors - amounts receivable within one year	14	11,335	12,416
Cash at bank and in hand	15	<u>8,568</u>	<u>10,664</u>
		26,299	32,168
Less:			
Creditors: amounts falling due within one year	16	(40,648)	(47,338)
Net current liabilities		<u>(14,349)</u>	<u>(15,170)</u>
Total assets less current liabilities		<u>620,306</u>	<u>613,415</u>
Creditors: amounts falling due after more than one year	17	<u>564,242</u>	<u>560,201</u>
Pension liability	30	23,539	35,869
Capital and reserves			
Share capital - non equity	20	-	-
Designated reserves	21	279	263
Restricted reserve	22	97	66
Revenue reserve	23	<u>32,149</u>	<u>17,016</u>
		<u>32,525</u>	<u>17,345</u>
		<u>620,306</u>	<u>613,415</u>

AMICUSHORIZON LIMITED

CONSOLIDATED CASH FLOW STATEMENT FOR THE YEAR ENDED 31 MARCH 2011

	2011	2011	2010	2010
	£'000	£'000	£'000	£'000
Net cash inflow from operating activities	a	37,565		76,145
Returns on investments and servicing of finance				
Interest received	195		236	
Interest paid	<u>(30,055)</u>		<u>(33,091)</u>	
Net cash outflow from returns on investment and servicing of finance		(29,860)		(32,855)
Capital expenditure and financial investment				
Acquisition, construction of housing properties and components	(29,466)		(58,794)	
Social Housing Grant received	5,256		17,539	
Purchase of other fixed assets	<u>(1,452)</u>		<u>(682)</u>	
Proceeds from sale of properties for disposal	8,814		13,971	
Receipts from first tranche shared ownership sales	<u>3,485</u>		<u>10,374</u>	
Net cash outflow from capital expenditure and financial investment		(13,363)		(17,592)
Management of liquid resources				
Fixed term deposits		<u>-</u>		<u>8,732</u>
Net cash (outflow)/inflow before financing		(5,658)		34,430
Financing				
Housing loans received	150,865		20,500	
Housing loans repaid	<u>(147,303)</u>		<u>(70,210)</u>	
Net cash inflow from financing		3,562		(49,710)
Decrease in cash in the year		<u>(2,096)</u>		<u>(15,280)</u>

AMICUSHORIZON LIMITED

NOTES TO THE CONSOLIDATED CASH FLOW STATEMENT FOR THE YEAR ENDED 31 MARCH 2011

a. Reconciliation of operating surplus to net cash inflow from operating activities

	2011	2010
	£'000	£'000
Operating surplus	27,965	26,381
Depreciation charges	15,222	15,477
Decrease in stocks	1,251	16,661
Movement in provisions	(2,429)	(2,017)
Decrease in debtors	1,299	3,625
(Decrease)/increase in creditors	(5,743)	16,018
Net cash inflow from operating activities	37,565	76,145

b. Reconciliation of net cash flow to movement in net debt

	£'000	£'000
Decrease in cash in the year	(2,096)	(15,280)
Cash (inflow)/outflow from increase/(decrease) in housing loans	(3,562)	49,710
Cash inflow from management of liquid resources	-	(8,732)
Change in net debt resulting from cash flows	(5,658)	25,698
Net debt at 1 April 2010	(541,564)	(567,262)
Net debt at 31 March 2011	(547,222)	(541,564)

c. Reconciliation of net debt to related items in the balance sheet

	Cash	Overdraft	Total	Housing Loans due within one year	Housing Loans due after one year	Total Housing Loans	Net Debt
Balance at 1 April 2010	10,751	(87)	10,664	(15,360)	(536,868)	(552,228)	(541,564)
Net cash inflow/(outflow)	1,710	(3,806)	(2,096)	15,360	(18,922)	(3,562)	(5,658)
Balance at 31 March 2011	12,461	(3,893)	8,568	-	(555,790)	(555,790)	(547,222)

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements

1 Principal Accounting Policies

These financial statements do not comprise the statutory financial statements of AmicusHorizon Limited. These financial statements have been prepared using different accounting policies to those applied in the statutory financial statements for the year ended 31 March 2011, with respect to the capitalisation of expenditure and depreciation of housing properties, as described more fully on page 9, and the recognition of income or cost on the acquisition of another entity, as described more fully on page 8. These revised accounting policies are expected to be applied in the statutory financial statements for the year ended 31 March 2012. These financial statements have been prepared for the purpose of including revised financial information in a Prospectus to be issued with the aim of raising funds from a bond.

The statutory financial statements for the year ended 31 March 2011 have been filed at the Financial Services Authority. The auditors reported on these accounts; their report was unqualified.

The following accounting policies have been applied consistently in relation to the financial statements:

Basis of Accounting

The financial statements have been prepared under the historical cost convention.

Consolidation

The Group financial statements comprise those of the Association together with its subsidiaries, in accordance with the requirements of Financial Reporting Standard 2, "Accounting for Subsidiary Undertakings".

Managed undertakings are subsidiaries by virtue of the ability of the Association to control the composition of their Board and, in accordance with Financial Reporting Standards, the results of the undertakings are incorporated in the consolidated accounts.

In addition the financial statements include the Group's and the Association's share of assets, liabilities and cash flows in unincorporated joint ventures, measured according to the interests of the respective parties, in accordance with Financial Reporting Standard 9, "Associates and Joint Ventures".

The Group financial statements have been prepared by consolidating the results of the entities which comprise the Group. The entities are controlled and managed by Boards and the Group Board has the power to remove all and appoint at least a majority of the Subsidiary Boards. Details of the individual entities can be found at note 26.

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements (continued)

1 Principal Accounting Policies (continued)

When a new entity joins the Group, if the business combination meets the definition of a merger under FRS6 - "Acquisitions and Mergers", the entity has been consolidated using the merger accounting method. Accordingly the results and cash flow of the combining entities are brought into the financial statements of the combined entity from the beginning of the financial year in which the combination occurred. The corresponding figures are restated by including the results of all entities for the previous period and their balance sheets for the previous balance sheet date. With merger accounting the carrying values of the assets and liabilities of the parties to the combination are not required to be adjusted to fair value on consolidation.

If the business combination does not meet the tests for merger accounting under FRS6, then the acquisition is accounted for using acquisition accounting rules. This requires the new entity's assets and liabilities to be initially recognised at fair value with the excess or shortfall in net assets at fair value being recorded as a cost or income.

Turnover

Turnover represents rental and service charge income, Supporting People income, gift aid, income from the sale of properties not held as fixed assets, management and other fees, and revenue based grants receivable from local authorities and from the Homes & Communities Agency.

Housing Properties

The cost of housing properties includes the acquisition costs of freehold land and buildings; interest charges incurred during the development period; attributable rehabilitation costs and development overhead costs in bringing properties into working condition for their intended use. Attributable rehabilitation costs include works done to bring homes transferred from local authorities to the standards promised on transfer. Housing properties in the course of construction are stated at cost and transferred to housing properties when completed.

Interest on a fair proportion of total borrowings on development costs, less SHG in advance, is capitalised during the period of development.

Properties in the course of construction are stated at cost and transferred to housing properties when completed. At the balance sheet date, properties under construction include a provision for all costs certified to date including the amount of the sum retained by the company under the construction contract.

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements (continued)

1 Principal Accounting Policies (continued)

Shared Ownership

First tranche sales are included within turnover and the related portion of the cost of the asset recognised as operating costs. This therefore recognises a surplus or deficit arising on first tranche sales.

Depreciation of Housing Properties

AmicusHorizon accounts for its expenditure on housing properties using component accounting. Under component accounting, the housing property is divided into those major components which are considered to have substantially different useful economic lives. The particular components useful lives when new are as follows:

Land	Infinite
Structure	125 years
Roofs	70 years
Bathrooms	30 years
Boilers	15 years
Electrical wiring	30 years
Kitchens	20 years
Windows & doors	30 years

Where a separate identified and depreciated component of an existing property is replaced, the carrying value of the component is expensed and the cost of the replacement component capitalised.

For those properties partly funded by grants, the grant is allocated pro rata to the cost of land and structure with none of the grant allocated to components unless the grant was specifically received in order to fund the component replacement. The depreciable amount of housing properties is depreciated over the above periods on a straight line basis.

Properties held on short and long leases are depreciated over their remaining estimated useful economic lives or the life of the lease, if shorter.

Impairment

Impairment reviews are carried out in accordance with FRS 11. Where there is evidence of impairment, fixed assets are written down to their recoverable amount. Any such write down is charged to the income and expenditure account. Calculations for each significant scheme were performed by comparing the present value of expected cashflows to be generated by the scheme against the carrying values, and then comparing this to the internal subsidy agreed at Board level. If the deficiency in cashflow compared to carrying values was less than the internal subsidy, no impairment has been provided. If it was higher, then an impairment provision has been provided to the extent of the excess only.

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements (continued)

1 Principal Accounting Policies (continued)

Development Overheads

Development overhead costs are capitalised to the extent that they are directly attributable to bringing schemes into working condition for their intended use. Such expenditure consists of in-house development, architect and surveyor costs (including the cost of own employees), and a proportion of the costs of staff in other departments who work on development activities.

SHG and other grants

Where Social Housing Grant (SHG) from the Homes & Communities Agency or Local Authorities, or a capital grant from another body, has been received as a contribution towards the capital costs of a scheme, such grants are shown on the face of the balance sheet as a deduction from the cost of housing properties.

Where SHG is received on items treated as revenue expenditure, it is treated as a revenue grant and credited to the income and expenditure account and disclosed separately within the turnover note.

SHG and other capital grants may be repayable in certain circumstances, even where it has been treated as a revenue grant for accounting purposes, such as where the development of a property is not completed or the property is sold.

At the balance sheet date if the SHG or other grants received or receivable on the development programme as a whole are greater than gross cost, the difference is included in creditors falling due within one year and disclosed as SHG and other grants in advance.

Sale of Housing Properties

Where properties built for sale are disposed of during the year, the disposal proceeds are included in turnover and the attributable costs are included in cost of sale. The surplus or deficit from the disposal of housing properties held as fixed assets is accounted for on the face of the income and expenditure account. Property sales are recognised at the date of completion.

Other Fixed Assets

Tangible fixed assets are stated at cost less accumulated depreciation.

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

Freehold offices	2% on cost
Furniture & office equipment	20% on cost
Computer hardware	25% on cost
Computer software	17 - 25% on cost
Motor vehicles	25% on cost
Office improvements	10 - 15% on cost
Leasehold properties	over term of lease

1 Principal Accounting Policies (continued)

Recycled Capital Grant Fund & Disposal Proceeds Fund

The Association has the option to recycle capital grant (SHG or HAG) which would otherwise be repayable, for re-use on new developments within the Group. If unused within a three-year period, it will be repayable to The Homes and Communities Agency with interest. The development programme of the Group is such that the recycled grant will be re-used by the Group before it becomes repayable. Any unused recycled capital grant held within the capital grant recycling fund is disclosed in the balance sheet under "creditors due within 12 months" or "creditors repayable after 12 months" depending on the age of the funds concerned.

Stocks & WIP

Stocks and work in progress are split between fixed and current assets so that the amount in current assets is the lower of the costs and expected proceeds in proportion to the expected amount that will be sold at the stage of completion. Cost includes purchase price and, where appropriate, building costs, incidental costs of development and relevant interest payable. Work in progress includes the net cost of homes developed for other Registered Providers of Social Housing prior to transfer.

Sales & Leaseback Schemes

The Group has a leasehold interest in properties which have been subsequently leased back to the respective freeholders for the purpose of providing housing accommodation. The Group's net investment in these properties is disclosed in the Balance Sheet under "Debtors - due after more than one year". The balance of the Group's investment in these properties is written down on a straight line basis over the remaining life of the Group's leasehold interest.

Supported housing managed by agencies

The treatment of income and expenditure in respect of supported housing projects depends on the nature of the partnership arrangements between the Group and its managing agents and on whether the Group carries the financial risk.

Where the Group holds the support contract with the Supporting People Administering Authority and carries the financial risk, all the project's income and expenditure is included in the Group's income and expenditure account.

Where the agency holds the support contract with the Supporting People Administering Authority and carries the financial risk, the income and expenditure account includes only that income and expenditure which relates solely to the Group.

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements (continued)

1 Principal Accounting Policies (continued)

Pension Costs

The Group operates four defined benefit schemes and a Stakeholder Pension Scheme. The defined benefit schemes are set out below and are closed to new members.

Horizon Housing Group Pension Scheme
Local Government Pension Scheme – Kent County Council Scheme
Local Government Pension Scheme – East Sussex County Council Scheme
Pensions Trust - Social Housing Pension Scheme (SHPS)

The assets of the schemes are held separately from those of the Group .

In each case (except for SHPS), the pension scheme assets are measured using market values. Pension scheme liabilities are measured using a projected unit method and discounted at the current rate of return on a high quality corporate bond of equivalent term and currency to the liability.

The pension scheme surpluses (to the extent that it is recoverable) or deficits are recognised in full. The movement in the scheme surpluses/deficits is split between operating charges, finance items and, in the statement of total recognised gains and losses, actuarial gains and losses.

Social Housing Pension Scheme (SHPS)

The Group is unable to identify its share of the underlying assets and liabilities of the scheme on a consistent and reasonable basis and therefore, as required by FRS 17 'Retirement benefits', accounts for the scheme as if it were a defined contribution scheme. As a result, the amount charged to the income and expenditure account represents the contributions payable to the scheme in respect of the accounting period.

Stakeholder scheme

Employees have the option to join a Stakeholder Group Pension Plan, to which the Group makes a contribution of up to 10%. These contributions are accounted for as they become payable.

Local Government Pension Schemes and CPI as an indexation measure

Where the scheme specified RPI as the indexation measure for pension increases in previous years, UITF abstract 48 requires that the change from RPI to CPI is treated as a change in benefit which gives rise to a past service gain in accordance with FRS17. The past service gain has been recognised in the income and expenditure account.

Where in previous years the scheme did not specify RPI as the indexation measure, UITF abstract 48 requires that a change in indexation is treated as a change in actuarial assumption, recognised as an actuarial gain in the Statement of Total Surpluses and Deficits.

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements (continued)

1 Principal Accounting Policies (continued)

Leases

Payments under operating leases are charged to the income and expenditure account so as to match the costs incurred with the income generated over the lease term.

Deferred Financing Costs

Deferred financing costs represent the costs incurred in securing new borrowing facilities and are deducted from the value of the loans and amortised over the life of the loans to which they relate.

Corporation Tax and Deferred Taxation

No taxation is payable by AmicusHorizon Group Ltd since it has charitable status and its activities are exempt from taxation. Taxation is chargeable on the activities of Crystal Palace Housing Association, AmicusHorizon Group Financing Limited, Lamborn Estates Limited, and Avenue Lettings and Management Ltd and a provision is made for any taxation payable.

Deferred tax is recognised without discounting in respect of all timing differences between the treatment of certain items for taxation and accounting purposes which have arisen but not reversed by the balance sheet date, except as otherwise required by FRS19 'Deferred Tax'.

Service charge sinking fund

Charges which are made to leaseholders for the replacement of equipment within their estates are held in sinking funds which are ring-fenced for the use on those estates. Such sinking funds are disclosed on the balance sheet as creditors.

Value Added Tax

The Group is partially exempt from VAT. A small proportion of VAT is reclaimable but, because of the small amounts involved, expenditure is shown gross and the VAT recovered is included in sundry income.

Reserves

Designated reserves

As the use of designated reserves has been limited, and designated for specific purposes, i.e. where expenditure is expected in a near future period, the Board has authorised the release of previously unused balances to the revenue reserves.

Restricted reserves

The restricted reserve represents charitable funds whose use is restricted by the donor.

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements (continued)

2 Lettings and other related information

2 (a) Particulars of turnover, operating costs and operating surplus

GROUP	2011			2010		
	Turnover	Operating Costs	Operating Surplus/ (deficit)	Turnover	Operating Costs	Operating Surplus/ (deficit)
	£'000	£'000	£'000	£'000	£'000	£'000
Social Housing Lettings	130,428	(106,399)	24,029	130,370	(103,657)	26,713
Other Social Housing Activities						
Supporting People contract income	4,661	(4,661)	-	4,931	(4,931)	-
Development services	476	(562)	(86)	-	(672)	(672)
Managed by others	3,264	(2,118)	1,146	3,263	(1,966)	1,297
Managed for others	226	(83)	143	130	(64)	66
Careline, emergency monitoring and out of hours	597	(597)	-	513	(513)	-
Other	11	(2)	9	805	(774)	31
Exceptional pension credit	-	2,377	2,377	-	-	-
Sale of initial share to leaseholders	3,485	(3,758)	(273)	10,374	(11,856)	(1,482)
	12,720	(9,404)	3,316	20,016	(20,776)	(760)
Non Social Housing Activities						
Community activities	1,327	(1,764)	(437)	824	(1,272)	(448)
Market & Sub-market renting	944	(1,043)	(99)	1,121	(1,216)	(95)
Commercial renting	1,646	(765)	881	1,537	(718)	819
Other	529	(254)	275	399	(247)	152
	4,446	(3,826)	620	3,881	(3,453)	428
Total	147,594	(119,629)	27,965	154,267	(127,886)	26,381

Community activities includes grants received from the Big Lottery Fund of £247,582 (2010: £243,176) and related expenditure of £276,536 (2010: £232,111) for the following projects:

	£ Grant	£ Expenditure
Get On	113,641	141,176
Something Fishy	101,941	104,277
Neighbourhood Furniture Store	32,000	31,083
	<u>247,582</u>	<u>276,536</u>

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements (continued)

2 (b) Particulars of income and expenditure from social housing lettings

GROUP	General needs housing	Supported housing and Housing for Older People	Shared ownership	Temporary social housing	2011	2010
	£'000	£'000	£'000	£'000	Total £'000	Total £'000
Rents Receivable	89,455	10,962	6,997	9,389	116,803	116,116
Service Charges Receivable	3,107	3,595	2,885	53	9,640	9,200
Charges for support services	14	1,961	-	-	1,975	1,462
Net rental income	92,576	16,518	9,882	9,442	128,418	126,778
Other Revenue grants	596	528	33	853	2,010	3,592
Turnover from social housing	93,172	17,046	9,915	10,295	130,428	130,370
Expenditure on letting activities						
Services	2,941	3,452	2,572	110	9,075	9,674
Management	24,036	4,940	2,623	2,452	34,051	32,869
Routine maintenance	16,830	609	-	1,069	18,508	16,297
Bad debts	27	74	(29)	428	500	565
Planned maintenance & Major Repairs	22,019	3,765	31	228	26,043	23,836
Rent/lease charges and other costs	12	25	-	6,540	6,577	6,598
Impairment of housing properties	(650)	-	(1,285)	-	(1,935)	-
Depreciation of housing properties	12,582	329	589	80	13,580	13,818
Operating costs on social housing	77,797	13,194	4,501	10,907	106,399	103,657
Operating surplus on social housing lettings	15,375	3,852	5,414	(612)	24,029	26,713
Void Losses	(769)	(588)	(25)	(389)	(1,771)	(2,810)

3 Directors' emoluments

The directors are defined for the purpose of this note as members of the Board, the Group Chief Executive and any other person who is a member of the senior management team.

The emoluments of the 4 (2010: 4) Executive Officers were:

	2011	2010
	£'000	£'000
Emoluments (including benefits in kind)	569	588
Pension contributions	53	51
	622	639

Emoluments (excluding pension contributions) paid to the highest paid director. The Group Chief Executive was the highest paid director in 2010/11.	177	189
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The Chief Executive is a member of the AmicusHorizon money purchase scheme and a contribution of £16,625 (2010: £17,500) was made to this scheme on his behalf.

Board members received emoluments of £103,000 during the year (2010: £110,000).

	£'000	£'000
	2011	2010
AmicusHorizon Limited Board		
Lord Falconer of Thoroton	17	17
Steve Douglas	12	12
Beverley Spear	6	7
Doreen Langston	7	7
Neil Robertson	7	7
Linda Seddon (Resident Board Member)	7	7
Michael Davis	7	7
David Dickenson	7	7
Peter Cruttenden	7	7
Rosemary Ley (Resident Board Member)	7	7
Paul Crouch (Resident Board Member - appointed 29 September 2010)	4	-
Bianca Layne (Resident Board Member - appointed 29 September 2010)	4	-
Carole Bailey (Resident Board Member - resigned 29 September 2010)	4	7
Trevor Seemann (Resident Board Member - resigned 29 September 2010)	4	7
AmicusHorizon Limited Committee		
Martin Burke (Avenue Lettings)	3	3
Robert Thompson (CASA Support)	3	3
AmicusHorizon Group Financing Limited		
Harry Cooper	5	5
	111	110

4 Employee information

The average full time equivalent (FTE) number of employees during the year including the executive directors was:

	GROUP	
	2011	2010
	FTE	FTE
FTE number of employees	837	852

The aggregate cost of employing these staff was:

	GROUP	
	2011	2010
	£'000	£'000
Wages & salaries	25,854	24,170
Social security costs	2,414	2,242
Pension costs	2,893	3,498
Exceptional pension credit - CPI change	(2,377)	-
Redundancy costs	164	418
	28,948	30,328

5 Surplus for the year

	GROUP	
	2011	2010
	£'000	£'000
The surplus is stated after charging:		
Depreciation	15,222	15,477
Impairment of housing properties	(1,496)	-
Exceptional item - pension costs LPFA buy out	-	1,102
Exceptional pension credit - CPI change	(2,377)	-
Auditors' remuneration:		
in respect of audit services for the statutory accounts	147	137
in respect of other services	5	7
Operating lease charges – plant & machinery	80	150
Operating lease charges - land & buildings	515	472

6 Surplus on disposal of properties

	GROUP	
	2011	2010
	£'000	£'000
Sales proceeds	11,291	14,652
Cost of sales	(4,675)	(7,645)
	<u>6,616</u>	<u>7,007</u>

7 Interest receivable and similar income

	GROUP	
	2011	2010
	£'000	£'000
Other interest receivable	<u>195</u>	<u>236</u>

8 Interest payable and similar charges

	GROUP	
	2011	2010
	£'000	£'000
On bank loans, overdrafts and other loans:		
repaid during the year	403	97
repayable within 5 years	5,321	4,528
repayable after more than 5 years	21,681	25,857
	<u>27,405</u>	<u>30,482</u>
Total interest charges	27,405	30,482
Other interest payable	1,450	670
Finance costs in the pension scheme	1,551	1,801
Loan interest capitalised on developments	<u>(495)</u>	<u>(993)</u>
Total interest charges	<u>29,911</u>	<u>31,960</u>

9 Taxation

AmicusHorizon Ltd is a charitable housing association and is not liable to Corporation Tax on its charitable activities. Six subsidiaries, Amicus Group Ltd, Avenue Lettings & Management Ltd, Crystal Palace Housing Association (CPHA), AmicusHorizon Group Financing, Lamborn Estates Ltd and SLD Architects & Surveyors Ltd, are subject to Corporation Tax.

A reconciliation between Corporation Tax at the standard rate on the surplus on ordinary activities and the actual tax charge has not been provided due to the charitable status of AmicusHorizon Group Ltd and most of its subsidiaries.

The tax recognised in the income and expenditure account represents a charge of £25,000 for CPHA.

10 Tangible fixed assets – housing properties GROUP

	Housing properties held for letting £'000	Completed shared ownership £'000	Schemes under construction £'000	Total £'000
Cost				
At 1 April 2010	1,092,962	172,435	26,492	1,291,889
Additions during year	261	647	13,378	14,286
Replacement components	15,961	-	-	15,961
Transfer on completion	18,464	9,721	(28,185)	-
Disposals during year	(7,847)	(2,466)	-	(10,313)
At 31 March 2011	<u>1,119,801</u>	<u>180,337</u>	<u>11,685</u>	<u>1,311,823</u>
Depreciation				
At 1 April 2010	109,774	2,145	-	111,919
Charge for year	12,989	591	-	13,580
Disposals during year	(4,018)	(56)	-	(4,074)
At 31 March 2011	<u>118,745</u>	<u>2,680</u>	<u>-</u>	<u>121,425</u>
Provision for impairment				
At 1 April 2010	2,084	1,483	2,510	6,077
Released during year	(498)	(959)	(478)	(1,935)
Transfer on completion	803	1,149	(1,952)	-
At 31 March 2011	<u>2,389</u>	<u>1,673</u>	<u>80</u>	<u>4,142</u>
Cost less depreciation and impairment	<u>998,667</u>	<u>175,984</u>	<u>11,605</u>	<u>1,186,256</u>
Social Housing Grant				
At 1 April 2010	474,808	60,455	15,967	551,230
Receivable during year	-	44	9,765	9,809
Transfer on completion	12,110	2,141	(14,251)	-
Disposals during year	(2,815)	(895)	-	(3,710)
At 31 March 2011	<u>484,103</u>	<u>61,745</u>	<u>11,481</u>	<u>557,329</u>
Other grants				
At 1 April 2010 and 31 March 2011	<u>3,528</u>	<u>4,798</u>	<u>-</u>	<u>8,326</u>
Net Book Value				
At 31 March 2011	<u>511,036</u>	<u>109,441</u>	<u>124</u>	<u>620,601</u>
At 31 March 2010	<u>502,768</u>	<u>103,554</u>	<u>8,015</u>	<u>614,337</u>

The cost of land included in the above which is not subject to depreciation is £207 million (2010: £205 million). The net book value of leasehold land and buildings included above is £34 million (2010: £34 million).

Additions to housing properties in the course of construction during the year included capitalised interest of £0.5 million (2010: £1 million) at an average interest rate during the year of 5.6% (2010: 5.8%).

The total expenditure on works to existing properties during the year was £41.1 million (2010: £40.1 million), of which £16.0 million (2010: £16.3 million) was capitalised.

11 Social Housing Grant and other capital grant

Total social housing grant and other grant receivable to date is as follows:

	GROUP 2011 £'000
SHG and other capital grants deducted from housing properties – cost	565,655
Add: Cumulative amount credited to income & expenditure account	9,203
	574,858

12 Tangible fixed assets – other fixed assets - GROUP

	Land & buildings £'000	Furniture & office equipment £'000	Computer Equipment & Software £'000	Motor vehicles £'000	Total £'000
Cost					
At 1 April 2010	14,099	6,263	5,244	136	25,742
Additions during year	65	84	1,309	7	1,465
Disposals during year	(8)	-	(1)	-	(9)
	<u>14,156</u>	<u>6,347</u>	<u>6,552</u>	<u>143</u>	<u>27,198</u>
At 31 March 2011					
Grant funding					
At 1 April 2010	432	-	-	-	432
Additions during year	-	-	12	-	12
	<u>432</u>	<u>-</u>	<u>12</u>	<u>-</u>	<u>444</u>
At 31 March 2011					
Depreciation					
At 1 April 2010	2,904	4,093	3,953	112	11,062
Charge for year	393	543	691	15	1,642
Disposals during year	(4)	-	-	-	(4)
	<u>3,293</u>	<u>4,636</u>	<u>4,644</u>	<u>127</u>	<u>12,700</u>
At 31 March 2011					
Net book value					
At 31 March 2011	<u>10,431</u>	<u>1,711</u>	<u>1,896</u>	<u>16</u>	<u>14,054</u>
At 31 March 2010	<u>10,763</u>	<u>2,170</u>	<u>1,291</u>	<u>24</u>	<u>14,248</u>

13 Shared ownership properties for sale; first tranche portion

	GROUP Schemes under development for other associations £'000
Cost	
At 1 April 2010	2,177
Disposals during year	(2,177)
	<u>-</u>
At 31 March 2011	
Less: Grants receivable	
Social Housing Grant	
At 1 April 2010	1,365
Disposals during year	(1,365)
	<u>-</u>
At 31 March 2011	
Net Book Value	
At 31 March 2011	<u>-</u>
At 31 March 2010	<u>812</u>

	GROUP 2011 £'000	2010 £'000
Shared ownership properties for sale; first tranche portion		
Completed	1,854	1,503
Under construction	932	2,945
	<u>2,786</u>	<u>4,448</u>

14 Debtors

	GROUP	
	2011	2010
	£'000	£'000
Amounts receivable after more than one year		
Leaseback schemes	2,470	2,612
Service charge debtor	1,110	1,126
Loan receivable - Knights Foyer	30	90
	<u>3,610</u>	<u>3,828</u>
Amounts receivable within one year		
Rental debtors	10,513	11,754
Provision for bad and doubtful debts	(4,588)	(4,955)
	<u>5,925</u>	<u>6,799</u>
Social Housing Grant receivable	-	976
Trade debtors	811	399
Other debtors	1,875	1,521
Amounts owed by subsidiary undertakings	-	-
Prepayments and accrued income	<u>2,724</u>	<u>2,721</u>
	<u>11,335</u>	<u>12,416</u>

Debtors include a loan to Knights Millennium Foyer which is secured by a fixed charge over the building owned by that organisation. Interest is charged at base plus 1% and the loan is repayable in instalments. The total loan at 31 March 2011 is £90,000 (2010 £150,000).

15 Cash at bank and in hand

Group cash balances include £5,080,000 (2010: £4,287,000) held in separate accounts for sinking funds on behalf of leaseholders.

16 Creditors: amounts falling due within one year

	GROUP	
	2011	2010
	£'000	£'000
Corporation tax	143	116
Interest payable	3,114	2,970
Loan repayments	826	1,360
Taxation and social security	415	363
Rent paid in advance	3,824	3,139
Trade creditors	1,290	6,431
Other creditors and accruals	21,478	26,800
Service charge creditor	4,502	4,137
Bank Overdraft	3,893	87
Disposal Proceeds Fund	-	593
Recycled capital grant fund due within one year	<u>1,163</u>	<u>1,342</u>
	<u>40,648</u>	<u>47,338</u>

17 Creditors: amounts falling due after more than one year

	GROUP	
	2011	2010
	£'000	£'000
Housing loans:		
Conventional loans and debentures	542,716	538,747
Index linked loans	13,959	13,959
Deferred interest loans	126	129
Deferred financing costs	(1,854)	(1,984)
	<u>554,947</u>	<u>550,851</u>
Total housing loans due after more than one year		
Other creditors falling due after more than one year:		
PSL handback & Lease premium grant subsidy	3,425	2,956
Service Charge Creditor	2,285	3,050
Recycled Capital Grant Fund	2,866	2,909
Disposal proceeds fund	153	153
Other Creditors	566	282
	<u>564,242</u>	<u>560,201</u>
Creditors due after more than one yea		

18 Creditors: housing loans due after more than one year

	GROUP	
	2011	2010
	£'000	£'000
Housing loans are repayable as follows:		
One to two years	956	122,207
Two to five years	64,447	5,019
More than five years	491,398	425,609
	<u>556,801</u>	<u>552,835</u>
Loans repayable by instalments, some of which fall due to be repaid in more than five years:		
Conventional loans	556,801	421,824
Index linked loans	-	13,959
Deferred interest loans	-	129
	<u>556,801</u>	<u>435,912</u>
Loans repayable after more than one year, other than by instalments:		
Conventional loans and debentures	-	116,923
	<u>-</u>	<u>116,923</u>
Total	<u>556,801</u>	<u>552,835</u>

The Group has interest rate swap agreements in place to hedge against the risk of interest rate increases in its floating rate debt. Of the total fixed rate debt of £394.5 million, £245.3 million is hedged by swaps which have been fixed for periods ranging from one to twenty-two years. The Group had undrawn committed loan facilities of £40 million. The undrawn facilities are fully secured and therefore funds can be drawn down at short notice. Of the total loan facilities £140 million are on a revolving basis which allows the Group to draw and repay variable loans when surplus cash becomes available.

19 Recycled Capital Grant Fund (RCGF) and Disposal Proceeds Fund (DPF)

	GROUP	
	RCGF	DPF
	£'000	£'000
At 1 April 2010	4,251	746
Grants recycled	1,789	-
Transferred from other group members	-	-
Interest accrued	27	-
New developments and repairs to existing properties	(2,038)	(593)
	<u>4,029</u>	<u>153</u>
At 31 March 2011	<u>4,029</u>	<u>153</u>
Amount due for repayment to the Homes and Communities Agency		
Within 1 year	1,163	-
Within 2 to 3 years	2,866	153
	<u>4,029</u>	<u>153</u>

20 Non-equity share capital

	COMPANY	
	2011	2010
	£	£
Shares of £1 issued and fully paid		
At 1 April	429	540
Cancelled in year	-	(111)
	<u>429</u>	<u>429</u>
At 31 March	<u>429</u>	<u>429</u>

Every member of the Association holds one share of £1. These shares carry no dividend rights and, on cessation of membership of the Association, are cancelled and the amount paid becomes the property of the Association. Each member has the right to vote at members' meetings.

	GROUP
	£'000
21 Designated Reserves	
Major repair reserves	
At 1 April 2010	168
Transfer to revenue reserve	-
	<u>168</u>
At 31 March 2011	<u>168</u>

Neighbourhood Furniture Store Designated Reserve

At 1 April 2010	95
Transfer from revenue reserve	16

At 31 March 2011	111
-------------------------	------------

Total designated reserves at 31 March 2011	279
---	------------

Total designated reserves at 31 March 2010	263
--	------------

GROUP
£'000

22 Restricted Reserves

At 1 April 2010	66
Transfer from revenue reserve	31

At 31 March 2011	97
-------------------------	-----------

23 Revenue reserve

GROUP

	2011	2010
	£'000	£'000
At 1 April 2010	17,016	29,833
Surplus for the year	4,840	1,691
Actuarial gain/(loss) on pension schemes	10,340	(14,491)
Transfer to restricted reserves	(31)	(10)
Transfer to designated reserves	(16)	(7)
At 31 March 2011	32,149	17,016

The income and expenditure reserve comprises

Income and expenditure reserve excluding pension liability	55,688	52,885
Pension liability	(23,539)	(35,869)
	32,149	17,016

24 Capital commitments

GROUP

	2011	2010
	£'000	£'000
Capital expenditure which has been contracted for but not provided for in the financial statements	24,249	43,285
Capital expenditure which has been authorised by the Board but not yet contracted for	-	-

The amount contracted for at 31 March 2011 will be funded from grants approved by the Homes and Communities Agency (approx 31%) or will be financed from private loans and possible bond finance (approx 51%) and sales (approx 18%). The Board expects that the expenditure it has authorised will be fully financed by grants or from private loans. Under regulations approved by the Board, expenditure to certain levels may be authorised by appropriate officers, and such authorised expenditure is included above.

25 Financial Commitments

At 31 March 2011 the Association had annual commitments under non-cancellable operating leases as follows:

	GROUP	
	2011	2010
	£'000	£'000
Land and buildings		
Leases expiring within one year	1,019	903
Two to five years	4,087	3,952
Over five years	488	432
	5,594	5,287
Other		
Leases expiring within one year	21	80
Two to five years	161	123
	182	203
Total	5,776	5,490

26 Subsidiary undertakings and Joint Ventures

The following managed undertakings are subsidiaries by virtue of the ability of the Association to control the composition of their Board and, in accordance with financial reporting standards, the results of the undertakings are incorporated in the consolidated accounts. Where indicated, subsidiaries are Registered Providers of Social Housing (RPSH).

Name of undertaking	Country of registration	Principal activity
Amicus Group Ltd	UK RPSH	Support Services for Group
AmicusHorizon Group Financing Ltd	UK	Group financing vehicle
Avenue Lettings & Management Ltd	UK	Dormant
Crystal Palace Housing Association Limited	UK RPSH	Shared ownership
The Fresh Visions People Ltd	UK Charity	Registered Charity
Lamborn Estates Ltd	UK	Property development
Nightingale Housing Association Limited	UK RPSH	Dormant
SLD Architects & Surveyors Limited	UK	Dormant
Thameside Housing Association Ltd	UK RPSH	Dormant

The Association has entered into a joint agreement with two other Registered Providers of Social Housing to own and manage St Martin's Estate in Lambeth. The Association's share of 41.3% is incorporated in the consolidated accounts.

27 Accommodation in management

	GROUP	
Social Housing Accommodation in Management	2011	2010
Permanent housing units and bedspaces	21,690	21,678
Permanent housing units and bedspaces St Martins	348	348
Leaseback schemes	191	191
Temporary housing units	1,084	1,097
Hostel units and bedspaces	394	373
Low cost home ownership	3,259	3,214
	<u>26,966</u>	<u>26,901</u>

Non social housing accommodation in management

Housing accommodation let at market rents	125	125
Managed for others	28	22
Leaseholders	<u>668</u>	<u>665</u>
	<u>821</u>	<u>812</u>
Managed by agencies	440	461

St Martin's Estate

AmicusHorizon owns 41.3% of St Martins Estate. The following are total unit numbers managed by St Martins:

Managed for rent	853	856
Leaseholders	354	351
Managed on behalf of Metropolitan Housing Trust	<u>25</u>	<u>25</u>
	<u>1,232</u>	<u>1,232</u>

	GROUP	
Accommodation managed by others	2011	2010
Number of units of accommodation managed by others		
At start of year	461	477
At end of year	<u>440</u>	<u>461</u>

28 Related party transactions

The tenancies, rents and arrears policy of Tenant Board members are on normal commercial terms. They are unable to use their position to their advantage.

29 Legislative provisions

The Association is incorporated under the Industrial and Provident Societies Act 1965.

30 PENSION COMMITMENTS

AmicusHorizon Limited operates four defined benefit schemes for its employees, Social Housing Pension Scheme (SHPS), Horizon Housing Group Pension Scheme (HHGPS) and two Local Government Pension Schemes: East Sussex County Council Pension Fund (ESCC) and Kent County Council Scheme (KCCS). The assets of the schemes are held separately from those of the Group and are managed by trustees. The contributions are determined on the basis of triennial valuations using the projected unit method.

Having adopted Financial Reporting Standard 17 "Retirement benefits" (FRS 17) our proportion of the assets and liabilities of the scheme are recognised on the balance sheet. In addition, current service costs and net financial returns are included in the income and expenditure account in the period to which they relate. Actuarial gains and losses are included in the statement of total recognised surpluses and deficits.

SHPS - The Pensions Trust

SHPS is a multi employer scheme which is unable to identify the share of scheme assets and liabilities relating to AmicusHorizon on a consistent and reasonable basis. Therefore in accordance with FRS17 'Retirement Benefits' the scheme has been accounted for in these financial statements as if it were a defined contribution scheme. The scheme is funded and is contracted out of the state scheme.

During the year the Association paid contributions at the rate of 11.7%. Member contributions varied between 3.1% and 6.1% depending on their age.

Following a change of legislation in September 2005 there is a potential debt on the employer that could be levied by the Trustees of the Scheme. The debt is due in the event of the employer ceasing to participate in the Scheme or the Scheme winding up. The debt for the Scheme as a whole is calculated by comparing the liabilities for the Scheme (calculated on a buy-out basis i.e. the cost of securing benefits by purchasing annuity policies from an insurer, plus an allowance for expenses) with the assets.

The leaving employer's share of the buy-out debt is the proportion of the scheme's liability attributable to employment with the leaving employer compared to the total amount of the Scheme's liabilities (relating to employment with all the currently participating employers). The leaving employer's debt therefore includes a share of any "orphan" liabilities in respect of previously participating employers. The amount of the debt therefore depends on many factors including total Scheme liabilities, Scheme investment performance, the liabilities in respect of current and former employees of the employer, financial conditions at the time of the cessation event and the insurance buy-out market. The amounts of debt can therefore be volatile over time.

Principal assumptions

In accordance with Financial Reporting Standard No. 17 – Retirement Benefits (FRS 17) disclosure of certain information concerning assets, liabilities, income and expenditure relating to pension schemes is required. These are summarised below:

Triennial valuations

The triennial valuations for each scheme were last undertaken at 31 March 2010 for the ESCC and KCC schemes and at 31 March 2008 for HHGPS.

Investment returns

The return on each fund in terms of market value for the year to 31 March 2011 is estimated based on actual returns as provided by the Administering Authority and index returns where necessary. Details are given below:

Actual Return for Period from 1 April 2010 to 31 March 2011	(5.5%) - (6.0%)
Estimated Return for Period from 1 April 2010 to 31 March 2011	(5.4%) - (7.8%)

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements (continued)

30 PENSION COMMITMENTS (continued)

Split of plan assets

The major categories of plan assets as a percentage of total plan assets are as follows:

Year Ended	Range	
	31 March 2011	31 March 2010
Equities	66.5% - 78%	66% - 76%
Bonds	8% - 27.5%	5% - 17%
Property	5.7% - 9%	7% - 9%
Cash	0.3% - 6%	4% - 14%

Mortality

Life expectancy is based on the PFA92 and PMA92 tables, projected to calendar year 2033 for non pensioners and 2017 for pensioners. Based on these assumptions, the average future life expectancies at age 65 are summarised below:

	Range	
	Males	Females
Current Pensioners	19.8 - 21.3 years	23.4 - 23.9 years
Future Pensioners	21.9 - 23.3 years	25.7 - 25.8 years

Financial assumptions

The main financial assumptions at 31 March each year were as follows:

Range	31 March 2011	31 March 2010	31 March 2009	31 March 2008	31 March 2007
Rate of general long term increase in salaries	4.65% - 5.1%	4.9% - 5.4%	4.5% - 4.6%	4.5% - 5.1%	4.5% - 4.7%
Rate of increase in pensions in payment	2.7% - 3.75%	3.9% - 4.0%	3.1% - 3.6%	3.6%	3.1% - 3.2%
Rate of increase to deferred pensions	2.8%	2.5% - 5.5%	6.9%	6.9%	5.4%
Discount rate	5.5%	5.5% - 5.7%	5.5% - 6.9%	5.6% - 6.9%	5.0% - 5.4%

Inflation assumption (CPI)	2.7% - 3.25%	-	-	-	-
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The assumptions used by the actuary are the best estimates chosen from a range of possible actuarial assumptions, which, due to the timescale covered, may not necessarily be borne out in practice.

Expected long term rates of return at 31 March each year

Range	Long term rate of return 31 March 2011	Long term rate of return 31 March 2010	Long term rate of return 31 March 2009	Long term rate of return 31 March 2008	Long term rate of return 31 March 2007
Equities	5.9% - 7.5%	6.0% - 7.5%	5.5% - 7%	6.1% - 7.7%	6.3% - 7.8%
Bonds	4.4% - 9.9%	4.5% - 10.0%	4.0% - 5.5%	4.6% - 6.3%	4.8% - 6.4%
Property	4.9% - 5.5%	5.0% - 5.5%	4.5% - 6.0%	5.1% - 6.7%	5.3% - 6.8%
Cash	0.5% - 3.0%	0.5% - 3.0%	4% - 5.0%	4.8% - 5.25%	4.9% - 5.25%

Balance Sheet

Year Ended	31 March 2011 £000	31 March 2010 £000
Fair Value of Employer Assets	55,160	52,027
Present Value of Funded Liabilities	(78,318)	(87,432)
Net Under in Funded Plans	(23,158)	(35,405)
Present Value of Unfunded Liabilities	(381)	(464)
Net Liability	(23,539)	(35,869)

AMICUSHORIZON LIMITED
Year Ended 31 March 2011
Notes to Financial Statements (continued)

30 PENSION COMMITMENTS (continued)

Funding position at 31 March

	31 March 2011 £000	31 March 2010 £000	31 March 2009 £000	31 March 2008 £000	31 March 2007 £000
Share of assets	55,160	52,027	39,686	49,706	51,920
Estimated funded liabilities	(78,699)	(87,896)	(62,632)	(73,277)	(75,360)
Deficit	(23,539)	(35,869)	(22,946)	(23,571)	(23,440)

Analysis of amounts charged to Operating Surplus for each year ended 31 March

	31 March 2011 £000	31 March 2010 £000	31 March 2009 £000	31 March 2008 £000	31 March 2007 £000
Current service cost	1,256	1,094	1,348	1,914	2,112
Past service (gain)/cost	(2,377)	-	160	53	-
Gains on settlements or curtailments	-	-	-	-	13
Total operating (credit)/charge	(1,121)	1,094	1,508	1,967	2,125

Analysis of amount charged to interest payable and similar charges for each year ended 31 March

	31 March 2011 £000	31 March 2010 £000	31 March 2009 £000	31 March 2008 £000	31 March 2007 £000
Expected Return on Employer Assets	3,231	1,818	3,084	3,319	2,910
Interest on Pension Scheme Liabilities	(4,782)	(4,025)	(4,471)	(3,931)	(3,606)
Net Return	(1,551)	(2,207)	(1,387)	(612)	(696)

Analysis of amount recognised in Statement of Total Recognised Gains and Losses for each year ended 31 March

	31 March 2011 £000	31 March 2010 £000	31 March 2009 £000	31 March 2008 £000	31 March 2007 £000
Actual return less expected return on pension scheme	4,399	3,367	(3,859)	(6,037)	103
Experience gains and losses on the scheme liabilities	3,975	(176)	(1,624)	431	(54)
Past service gain	1,001	-	-	-	-
Changes in underlying assumptions	965	(18,132)	6,857	5,517	913
Total actuarial gain/(loss)	10,340	(14,941)	1,374	(89)	962

Analysis of movement in surplus during each year to 31 March

	31 March 2011 £'000	31 March 2010 £'000	31 March 2009 £'000	31 March 2008 £'000	31 March 2007 £'000
Deficit at the beginning of the year	(35,869)	(22,946)	(23,571)	(23,440)	(23,744)
Less LPFA scheme closure	-	2,149	-	-	-
Total contributions	2,420	2,631	2,312	2,747	2,315
Current Service cost	(1,256)	(1,094)	(1,348)	(1,914)	(2,125)
Past service gains/(costs)	3,378	-	(74)	(53)	-
Other finance costs	(1,551)	(1,668)	(1,639)	(822)	(848)
Actuarial gain/ (loss)	9,339	(14,941)	1,374	(89)	962
Deficit in the scheme at the end of the year	(23,539)	(35,869)	(22,946)	(23,571)	(23,440)

AMICUSHORIZON LIMITED

Year Ended 31 March 2011

Notes to Financial Statements (continued)

30 PENSION COMMITMENTS (continued)

Reconciliation of opening and closing balances of the fair value of scheme assets as at 31 March

	31 March 2011 £'000	31 March 2010 £'000
Opening fair value of assets	52,027	39,686
Less LPFA scheme closure	-	(1,830)
Expected return on assets	3,231	1,818
Actuarial (losses)/gains on assets	(250)	12,110
Contributions by the employer	1,932	2,310
Contributions by the participants	276	303
Net benefits paid out	(2,056)	(2,370)
Closing fair value of assets	55,160	52,027

Reconciliation of opening and closing balances of the present value of scheme liabilities as at 31 March

	31 March 2011 £'000	31 March 2010 £'000
Opening present value of liabilities	87,896	62,632
Less LPFA scheme closure brought forward	-	(3,979)
Current service costs	1,256	1,194
Interest cost	4,782	4,025
Contributions by participants	276	303
Actuarial (gains)/losses on liabilities	(9,589)	26,840
Net benefits paid out	(2,056)	(2,565)
Gain on curtailments	(488)	(554)
Past service gain	(3,378)	-
Closing present value of liabilities	78,699	87,896

VALUATION REPORT

The following valuation report (the **Valuation Report**) relates to the properties which will be charged in favour of the Issuer and the Security Trustee on the Issue Date (such Properties, the **Initial Properties**) and which will be allocated to secure the Bonds together with the Retained Proceeds.

The Valuation Report was prepared by Jones Lang LaSalle, Registered Chartered Surveyors of 30 Warwick Street, London W1B 5NH. The Valuation Report is included in this Prospectus, in the form and context in which it is included, with the consent of the Valuer and the Valuer has authorised the contents of this section.

The Valuer does not have a material interest in the Issuer or the Borrower.

Summary of valuations

A summary of the values of the Initial Properties set out in the Valuation Report is set out below:

EUV-SH or, where appropriate, MV-ST				Total
Units	EUV-SH is appropriate	Units	MV-ST is appropriate	
No.	£m	No.	£m	£m
594	£37,080,000	587	£75,240,000	£112,320,000



Real value in a changing world

Valuation **Advisory**

Valuation of 1,181 Affordable Housing Units
Owned by AmicusHorizon Limited

For Loan Security Purposes

As at 9 March 2012



AmicusHorizon Finance plc
Grosvenor House
125 High Street
Croydon CR0 9XP

AmicusHorizon Limited
Grosvenor House
125 High Street
Croydon CR0 9XP

Prudential Trustee Company Limited (in its capacity as
Security Trustee and Bond Trustee)
Laurence Pountney Hill
London
EC4N 0HH

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB

RBC Europe Limited
Riverbank House
2 Swan Lane
London EC4R 3BF

Investec Bank plc
2 Gresham Street
London EC2V 7QP

Your ref
Our ref RXP/MB/312009
Direct line 0207 087 5980
Direct fax 0207 087 5291
Mobile 07767 413 631
richard.petty@eu.jll.com

9 March 2012

Dear Sirs,

Valuation of housing stock relating to the issue of the £150,000,000 5.25 per cent. Secured Bonds due 2043.

We are pleased to attach our Valuation Report in connection with the above.

If you have any questions about this report, or require further information, please contact Marc Burns (e: marc.burns@eu.jll.com ; t: 0207 087 5978).

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'R. Petty', is shown within a light blue rectangular border.

Richard Petty
Director
Jones Lang LaSalle Limited

Executive Summary

This summary should be read in conjunction with the main body of our Report. Section numbers are supplied where relevant.

Introduction

Jones Lang LaSalle Ltd has been instructed to value a Portfolio of 1,181 properties which are to be charged as security in favour of Prudential Trustee Company Limited (the "Security Trustee") for itself and AmicusHorizon Finance plc (the "Issuer"). In addition there are 164 units which have been assigned a nil value.

We have inspected the exterior of all units in the Portfolio, and have seen a representative sample internally (section 2).

Opinions of Value

Our opinion of value, in aggregate, of the 587 unrestricted general needs units within the Portfolio, on the basis of Market Value subject to Existing Tenancies is:

£75,240,000
(seventy five million, two hundred and forty thousand pounds)

Our opinion of value, in aggregate, of the 594 restricted general needs units within the Portfolio, on the basis of Existing Use for Social Housing is:

£37,080,000
(thirty seven million and eighty thousand pounds)

We confirm that, in our opinion, should the Security Trustee become a mortgagee in possession of this Portfolio of properties, then it would be possible to achieve a sale either to another Registered Provider of Social Housing that would be at a price at least equivalent to our valuation on the basis of EUV-SH, or, in principle, to a private purchaser at a price equivalent to our valuation on the basis of MV-T where provided, both as set out in this Report. However, both valuations assume implicitly that a purchaser could obtain debt finance on commercially viable terms to facilitate a purchase of the Portfolio. As the Security Trustee will appreciate, in the current conditions in the credit markets, there is a degree of uncertainty over this assumption.

Location

The general rented stock is located in East Sussex, Kent, Greater London and Surrey and is summarised below.

Beds	Room (1%)	Flats (74%)	Bungalow (2%)	House (23%)	Total	As a %age
0	-	32	-	-	32	3%
1	2	211	2	-	215	18%
2	-	466	15	101	582	49%
3	-	175	2	111	288	24%
4	-	7	-	42	49	4%
5	-	-	-	12	12	1%
6	-	1	-	2	3	1%
Total	2	892	19	268	1,181	100%

Assumptions

We have prepared our valuations using a discounted cashflow method (section 2). For ease of reference, the table below summarises our key valuation assumptions. Since our appraisals are in real terms, all the appropriate figures given are in addition to an implicit rate of inflation. Costs are expressed per unit per annum.

Assumptions	Restricted General Needs (EUV-SH)	Unrestricted General Needs (MV-T)
Long term voids	2%	4%
Relet rate	n/a	n/a
Sales rate	n/a	4% Houses / 5% Flats
Management costs	£575	10% of gross income
Major repair costs (year 1)	£600	£2,000
Cyclical costs	£325	£300
Day to day costs	£300	£275
DCR income	5.75%	7.75%
DCR sales	n/a	9.75%

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Appendix 6.....Portfolio Analysis

1 Introduction and Background

1.1 Introduction

AmicusHorizon Limited (hereafter "AmicusHorizon") has instructed Jones Lang LaSalle Limited (hereafter "JLL") to prepare a valuation of 1,181 properties (the "Portfolio") which are owned by it.

We understand that AmicusHorizon is due to charge the properties to a security pool for the benefit of the Issuer who will then create further security in respect of its rights relating to the properties in favour of, inter alios, the holders of the £150,000,000, 5.25 per cent. Secured Bonds due 2043 (the "Bonds") due to be issued by it. This valuation is required to assess the level of security which the Portfolio provides.

This Report has been prepared by Marc Burns under the supervision of Richard Petty BA MRICS (Valuer No: 0089005), Head of Affordable Housing and a Director of JLL.

Our valuations have been prepared in accordance with the Royal Institution of Chartered Surveyors' Valuation Standards – Global and UK seventh edition (commonly known as the "Red Book").

The date of valuation is 9 March 2012.

We can confirm that no conflict of interest has occurred as a result of our production of this Report.

For the avoidance of doubt, we confirm that it would not be appropriate or possible to compare this valuation with any values appearing in the Issuer's accounts. This Report has been prepared in accordance with the Red Book. The valuations are prepared on this basis so that we can determine the value recoverable if the charges over the properties were enforced at the date of this Report. We understand that values given in the Issuer's accounts are prepared on a historic cost basis, which considers how much the properties have cost and will continue to cost the Issuer. This is an entirely different basis of valuation from that used for loan security purposes.

1.2 Instructions

Our Report is prepared in accordance with our formal instructions, a copy of which is attached as Appendix 1 to this Report. We are instructed to prepare our valuations on the basis of Market Value subject to Existing Tenancies ("MV-T") or Existing Use Value for Social Housing ("EUV-SH") where the former is not applicable because of restrictions on the use of the properties.

We have reviewed the draft Certificate of Title for the Portfolio issued by Devonshires Solicitors to be dated 13 March 2012 and can confirm that our valuations fully reflect the disclosures contained therein. In particular, in respect of all units which we have valued, we confirm that (based on our review of the Certificate of Title) such units may be disposed of by or on behalf of the Security Trustee on an unfettered basis (meaning subject to existing tenancies disclosed in the Certificate of Title but not subject to any security interest, option or other encumbrance or to any restriction preventing or restricting its sale to, or use by, any person for residential use).

In addition, and for guidance only, we are instructed to provide our opinion of value on the basis of Market Value assuming Vacant Possession ("MV-VP") and the reinstatement value of the Portfolio for buildings insurance purposes.

This Report is issued for the benefit and use of the addressees and for inclusion in the Prospectus for the issue of the Bonds by the Issuer and may only be used in connection with the Prospectus and the issue of the Bonds.

We hereby give our consent to the publication of this Report within the Prospectus and accept responsibility for the information contained in this Report.

To the best of our knowledge (having taken all reasonable care to ensure that such is the case) the information given in this Report is in accordance with the facts and does not omit anything likely to affect the import of such information.

Before this Report or any part of it is reproduced or referred to in any document, circular or statement (other than the Prospectus), our written approval as to the form and context of such publication must be obtained.

1.3 Compliance

This valuation qualifies as a Regulated Purpose Valuation ("RPV") as defined by the Red Book. A RPV is a valuation which is intended for the information of third parties in addition to the addressees. It is a requirement of UKVS 4.3 of the Red Book in relation to disclosures that we declare our prior involvement with AmicusHorizon, or the properties being valued, to ensure that there is no conflict of interest.

We confirm that the total fee income earned from AmicusHorizon is substantially less than 5% of the fee income earned by JLL in our last financial year (ending 31 December 2011) and that we do not anticipate this situation changing in the foreseeable future.

1.4 Status of Valuer

In preparing this Report, we confirm that JLL is acting as an external valuer as defined in the Red Book. We can also confirm that we consider ourselves to be independent for the purposes of this instruction.

We confirm that we have had no prior formal involvement with the properties during the past 24 months. After the appropriate due diligence, we consider that we do not have any conflict of interest in providing the advice that you have requested.

This is the first time we have carried out this exercise for AmicusHorizon, with Marc Burns as principal valuer and Richard Petty having overall responsibility. In accordance with RICS guidance, and our own rotation policy, we recommend that a rotation of overall responsibility is considered no later than the end of 2016.

1.5 Portfolio

The Portfolio comprises the following units:

- 587 unrestricted general needs properties (section 4); and
- 594 restricted general needs properties (section 5).

Schedules of all units form Appendix 2 to this Report.

In addition there are 164 units in which the Issuer's interest is considered to be de minimis for the purpose of this exercise and so they are included at nil value. Please note that these units are not included in any unit counts or other statistics in this report. A schedule of these units is included at Appendix 2.

Our Report now follows and is divided into five main parts:

- Methodology;
- Commentary;
- Valuation;
- Bases of Valuation; and
- Sources and Verification of Information.

2 Methodology

2.1 Valuation Models

We have undertaken our valuation of the housing stock using fully explicit discounted cashflow models, over a 50-year period, with the net income in the final year capitalised into perpetuity. Copies of our cashflow summaries are attached at Appendix 3.

Against the income receivable for the Portfolio, we have made allowances for voids and bad debts; the costs of management and administration; major repairs; cyclical maintenance and day-to-day repairs. We have assumed an appropriate level of future growth in these costs (expenditure inflator).

We have then discounted the resulting net income stream at an appropriate rate which reflects our judgement of overall level of risk associated with the long term income. A more detailed explanation of the discount rate is included in Section 4.

2.2 Information Provided

The principal source of background data for the Portfolio has been the rent roll for each property provided by AmicusHorizon. This detailed the number and type of units and the rent payable.

This information was supplemented with our own market research and other data we have gathered from similar instructions undertaken recently and involving comparable stock.

From these sources, we have collated information on the following:

- rents;
- bad debts, voids and arrears;
- cost of maintenance and repairs; and
- management and administration expenses.

A location plan of the Portfolio is provided at Appendix 4.

2.3 Inspections

In accordance with our instructions, we have inspected all schemes externally and a representative sample of 10% of the stock was inspected internally. Our inspections of the general needs properties were carried out between 3 January and 13 January 2012.

We have derived our inspections strategy by giving full regard to:

- the geographical spread of the stock;
- the concentration (and thereby its exposure to risk); and
- the property types.

We have satisfied ourselves as to the quality of location and the general condition and level of fixtures and fittings provided to the properties, and we have derived our valuation assumptions accordingly.

A representative selection of photographs is provided at Appendix 5.

2.4 Market Research

In arriving at our valuation, we have undertaken a comprehensive programme of research to supplement our knowledge and understanding of the properties. This has included:

- researching local vacant possession values through conversations with local estate agents together with internet research using Hometrack, a bespoke tool for comparable evidence and other similar websites;
- examining local benchmark affordable rents and comparing these with AmicusHorizon's rents; and
- analysing data provided by AmicusHorizon.

3 General Commentary

3.1 Introduction

Schedules summarising the following data for each property within the Portfolio form Appendix 2 of this Report:

- address;
- unit type;
- tenancy type; and
- gross weekly and annual rent.

3.2 Locations

The properties are all located across East Sussex, Kent, Greater London and Surrey as shown in the table below:

County	General Needs Units	As a %
East Sussex	40	3%
Kent	121	10%
London	884	75%
Surrey	136	12%
Grand Total	1,181	100%

3.3 Property Types

All properties have been valued as general needs rented properties as set out in this report.

They are all self-contained accommodation (i.e. having independent kitchens, bathrooms, living-rooms and bedrooms), and physically suitable for open market letting and sales, notwithstanding any use class restrictions.

3.4 Property Archetypes and Condition

The archetypes within the general needs units can be summarised as follows:

County	Description				
East Sussex	A mixture of houses located on both estates and typical residential streets, the majority of which were built within the last 40 years, and are located in the coastal towns of East Sussex.				
Location	Age Profile	Rooms	Bungalows	Flats	Houses
Estate	1920 - 1959				3
	1960 - 1979				16
	1980 - 1999				7
Street property	Pre 1919				6
	1960 - 1979				1
	1980 - 1999				7

County	Description				
Kent	Predominantly modern schemes comprising flats, bungalows and houses, built within the last 20 years. The newer schemes built within the last 10 years are located in Bromley, Canterbury, Gillingham and Whitstable. We consider the majority of these properties to be in good internal and external condition.				
Location	Age Profile	Rooms	Bungalows	Flats	Houses
Estate	Pre 1919				1
	1920 - 1959				4
	1960 - 1979		1		3
	1980 - 1999				24
Small scheme	1920 - 1959				1
	1960 - 1979			18	5
	1980 - 1999		6		1
	Post 2000		1	5	32
Street property	Pre 1919				7
	1920 - 1959				2
	1960 - 1979				1
	1980 - 1999		2		
	Post 2000		4		3
County	Description				
Greater London	540 properties are located on the Lansdowne Green Estate, Wandsworth Road, London. The properties that we inspected on this estate were generally in fair condition internally and the communal areas were maintained to a good standard. Over half of the remaining properties are traditional street properties, located in South West and South East London, built pre 1919, the majority of which we consider to be in fair condition. The remaining properties are a mixture of ages, comprising schemes and street properties in South London.				
Location	Age	Room	Bungalow	Flat	House
Estate	1920 - 1959			612	
	1980 - 1999				54
Small scheme	1980 - 1999			24	3
Street property	Pre 1919	2		132	35
	1920 - 1959			2	3
	1960 - 1979				11
	1980 - 1999			3	3
County	Description				
Surrey	Predominantly scheme and estate based properties located on the North Surrey borders and concentrated in the Croydon area. The majority of the properties that we were able to inspect internally are, in our opinion,				

maintained to a good standard.					
Location	Age	Room	Bungalow	Flat	House
Estate	1960 - 1979			31	20
	1980 - 1999		5		1
Small scheme	1980 - 1999				5
	Post 2000			5	5
Street property	Pre 1919			41	3
	1920 - 1959			19	1
Total		2	19	892	268

The following table summarises the different property sizes in the portfolio:

Beds	Room (1%)	Flats (74%)	Bungalow (2%)	House (23%)	Total	As a %age
0	-	32	-	-	32	3%
1	2	211	2	-	215	18%
2	-	466	15	101	582	49%
3	-	175	2	111	288	24%
4	-	7	-	42	49	4%
5	-	-	-	12	12	1%
6	-	1	-	2	3	1%
Total	2	892	19	268	1,181	100%

We have not carried out a condition survey, this being outside the scope of our instructions.

We are satisfied that the properties we inspected internally are being maintained to an acceptable social housing standard in line with the Tenant Services Authority's (TSA) regulatory requirements and commensurate with the likely demands of the target tenant groups.

3.5 Caveats and Disclaimers

In accordance with VS 2.4 of the Red Book, we have made assumptions relating to the following factors which are either beyond the remit of our instructions, or for which we have not received information, other than as disclosed in the Certificate of Title:

- ground condition;
- environmental considerations; and
- planning.

These factors are discussed in section 9.

4 Unrestricted General Needs Units Commentary

4.1 Introduction

There are 587 unrestricted general needs properties in the Portfolio that we are instructed to value on the basis of MV-T. We can confirm that these units are not subject to any restrictions on the title which would prevent a successor in title from letting or selling the properties on the open market.

4.2 Tenancies

The majority of the properties (493) are let on assured tenancies. We have assumed that these are 'standard' assured tenancies although we have not seen example tenancy agreements. The remaining 94 units are let on secure tenancies.

4.3 Rental Income

The total gross rent receivable from the general needs units amounts to £3,198,420 per annum (based on a 52-week year). A breakdown per property is included within the schedule at Appendix 2. The average gross weekly rent is £104.78

We are unable to verify the accuracy of the rent rolls provided to us by AmicusHorizon.

4.4 Local Reference Rents (LRR)

Local reference rents (LRRs) are determined by rent officers from the Valuation Office Agency and are calculated for 1, 2, 3 and 4 bedroom properties at the 30th percentile of average market rents for each local authority. The LRRs cap the maximum level of housing benefit entitlement that a claimant can receive and therefore are a useful benchmark against which the sustainability of existing rents can be judged. We have compared average passing rents and market rents of these units to the respective LRRs as follows:

Bedrooms	Average Weekly Passing Rent	Average Weekly Market Rent	LRR
0	£79.45	£144.44	£175.26
1	£91.22	£173.92	£172.29
2	£100.37	£208.66	£208.52
3	£114.35	£276.17	£258.16
4	£134.45	£364.32	£351.79
5	£133.65	£252.92	£246.63
6	£137.19	£295.00	£261.54

4.5 Rental Growth

Passing rents are currently below market levels, resulting in good prospects for future rental growth when considering the market value of the general needs units.

We have assumed that it will take approximately 4 years for assured rents to increase to market levels and thereafter for rent increases to rise at RPI plus 1.00% per annum. The average increase we have modelled is 30.4% per year for houses, 27.6% per year for flats and 8.4% per year for rooms.

We have grown the secure rents at a rate of RPI plus 5.00% every other year in line with legislation.

4.6 Outgoings

In forming our opinion of the net rental income the general needs units will generate we have considered the following outgoings:

- bad debts and voids;
- management costs; and
- repair and maintenance costs.

We emphasise that, under the definitions of the bases of valuation we have been instructed to adopt, we are not valuing AmicusHorizon's stewardship of the stock – rather, we are assessing what a hypothetical purchaser in the market would pay for the stock, based on the market's judgement of the capabilities of the Portfolio.

The assumptions we have made in our appraisals reflect our opinion of the view the market would adopt on the future performance of the Portfolio. In forming our opinion, we have had regard to other recent valuations we have undertaken of comparable stock.

4.7 Bad Debts and Voids

We have incorporated into our valuation the potential for future voids and bad debts. The rate applied is similar to allowances used by other RPs providing a management and maintenance service in the areas where the properties are situated.

Any loss of income for void properties is reflected in a deduction made from the gross rental income. Similarly we have also made an allowance for bad debts based on our experience. In our MV-T valuation we have assumed that any voids would be sold in the open market.

We have adopted a rate of 8.0% of gross income for the first 3 years of our MV-T cashflow, 6.0% in years 4 and 5 and 4.0% in all years thereafter. This is because we are assuming high rates of rental growth in the first few years of the cashflow. In our opinion, these rent increases would inevitably be reflected in a high level of voids and bad debts. The associated risk has been factored into our discount rate on the income.

4.8 Management Costs

We have adopted rates for management and administration in our valuation. This is based on our experience of other RPs operating in similar areas to AmicusHorizon. These rates are subject to an annual inflator of 1.00% over inflation for the duration of the cashflow reflecting long-term earnings, growth predictions and potential management savings.

We have assumed that a successor in title would expect to spend 10% of rental income on management, and have factored that into our valuation accordingly.

4.9 Repairs and Maintenance

Although the properties are generally in a fair, reasonable or good condition, renewal, day-to-day and cyclical maintenance will all be required to keep the stock in its present condition.

The table below sets out the various assumptions we have made in our cashflows. The range of values reflects the consideration we have had for the different age and condition of properties across the units. We have assumed that these costs per unit will inflate by 1.00% in real terms each year.

Category of Expenditure	MV-T
Major repairs and renewals – Year 1	£2,000
Cyclical repairs – Year 1	£300
Day-to-day repairs – Year 1	£275
Total	£2,575

We have adopted high costs per unit for major repairs in the first 2 years of our MV-T cashflow as some of the properties will require refurbishment and redecoration in order to attract buyers or to be let or sold on the open market. After this initial period, our costs settle to a lower level as shown below:

Years	Major Repairs Costs
Years 1– 2	£2,000
Years 3 – 5	£750
Years 6 – 10	£600
Years 11 – 15	£625
Years 16 – 20	£650
Years 21 – 25	£675
Years 26 onwards	£700 increasing by £25 every 5 years thereafter

4.10 Sales Rates

The frequency of Right-To-Buy sales (RTBs) has declined over the last few years as house prices have become less affordable. It is imprudent to include capital receipts from sales in an existing use valuation. In light of this, we have not included any right to buy sales in the valuation.

We note that approximately 16% of the general needs units are let on secure tenancies which are subject to rent restrictions, governing the rate at which rent increases over the life of the tenancies. Accordingly, there would not be a pressure on these tenants to vacate the units, as there may be for assured tenants. We have reflected this accordingly in our sales rates.

We have included open market sales rates of 4.0% per annum for houses and 5.0% per annum for flats.

4.11 Discount Rate

Our cashflow valuations are based on constant prices and therefore explicitly exclude inflation. The chosen discount rate reflects our judgement of the economic conditions at the time of the valuation and the level of risk involved in each cashflow, taking all factors and assumptions into account. To determine the risk involved we have looked at:

- the sustainability of the existing rental income;

- the likely rate of future rental growth;
- the condition of the Portfolio;
- the level of outgoings required to maintain the maximum income stream;
- the likely performance of the Portfolio in relation to its profile and location;
- the real cost of borrowing; and
- the long-term rate of gilts.

We have adopted discount rates of 7.75% (rental income), and 9.75% (sales) for our MV-T cashflow. These rates reflect any additional risk resulting from the significant rental growth that we have assumed during the first 4 years of our valuation model.

4.12 Market Value Subject to Vacant Possession (MV-VP)

We have undertaken research into MV-VPs in the locations covered by the Portfolio. We have assessed the average value for dwellings on a property by property basis. The values adopted are based on comparable research and reflect the diversity of the stock and the different areas.

The average MV-VP for the general needs units is £209,300.

4.13 House Price Growth

Our model assumes house price growth of 0% (real) for years 1-3 and long term house price growth (real) of 1.00% per annum. We have applied these rates of growth in all our valuation models.

5 Restricted General Needs Commentary

5.1 Introduction

There are 594 general needs properties in the Portfolio that are either subject to restrictions on title that prohibit the use of the properties for any purpose other than affordable housing for any successors of the Issuer, or any successors of a mortgagee in possession, or where there are non-financial obligations outstanding. In light of this, we have restricted the value of those units to EUV-SH.

5.2 Tenancies

The majority of the properties are let on assured tenancies (592). We have assumed that these are 'standard' assured tenancies although we have not seen example tenancy agreements. The two remaining units are let on secure tenancies.

5.3 Rental Income

The total gross rent receivable from the restricted general needs units amounts to £2,898,786 per annum (based on a 52-week year). A breakdown per property is included within the schedule at Appendix 2. The average gross weekly rent is £93.85

We are unable to verify the accuracy of the rent rolls provided to us by AmicusHorizon.

The table below sets out a comparison of AmicusHorizon's average rents for these units, with the Tenant Services Authority and Department for Communities and Local Government's Continuous Recording System (CORE) data for all general needs lettings in the South East and South West of England for Fiscal Q2 (July to September 2011), the latest figures available, by the number of bedrooms. The CORE data does not provide a separate analysis for flats and houses, and the figures shown are therefore averages across both property types. All rents are shown on the basis of 52 weeks.

Government Office Region	Property Size (Bedrooms)	AmicusHorizon's Average Weekly Rents	CORE Data Average Weekly Rent
Greater London	1	£85.76	£91.22
	2	£93.64	£104.94
	3+	£96.45	£119.07
South East	1	£82.42	£78.53
	2	£100.10	£92.26
	3	£118.87	£105.71

Compared with the average rents being charged by other RPs, AmicusHorizon's weekly rents are generally lower than those charged in Greater London and higher than those charged in the South East. If AmicusHorizon's average rent of £93.01 for Greater London is compared with average gross weekly earnings for Greater London of £633.90, this is 20.0% of estimated net weekly earnings. If AmicusHorizon's average rent of £102.27 for the South East is compared with average gross weekly earnings for the South East of £411.58, this is 25.0% of estimated net weekly earnings. In our opinion this demonstrates that the rents being charged in both Greater London and the South East regions, by AmicusHorizon, are affordable.

5.4 Rental Growth

The TSA, formerly the Housing Corporation, requires RPs to restructure their rents from current levels to target rents by the end of March 2012. Moreover, rent restructuring is to be carried out within the parameters of RPI plus 0.5%, plus or minus £2 per week, until target rents are reached. Thereafter, the normal maximum permissible growth is RPI plus 0.5%.

In our EUV-SH valuation models, we have used rents provided by AmicusHorizon. We have then modelled growth in the average target rent over the remaining period to 31 March 2012 or beyond if necessary, and then derived from this an average growth rate to be applied for current rents to reach target rents within that period within the permitted 5% tolerance.

Our valuations take into account the latest guidance on target rent caps from the TSA in the publication titled "Rents, rent differentials and service charges for housing associations 2011-12."

On this basis we have assumed rents grow in line with calculated real rates as shown in the table below, and thereafter at RPI plus 0.5% per annum, in accordance with the Rent Influencing Regime.

Property Type	Restructuring Period	Growth Rate
Secure Flats	17 years	2.8%
Assured Houses	4 years	0.6%
Assured Flats	7 year	2.2%

5.5 Outgoings

In forming our opinion of the net rental income the restricted general needs units will generate we have considered the following outgoings:

- bad debts and voids;
- management costs; and
- repair and maintenance costs.

5.6 Bad Debts and Voids

We have incorporated into our valuation the potential for future voids and bad debts. The rate applied is similar to allowances used by other RPs providing a management and maintenance service in the areas where the properties are situated.

Any loss of income for void properties is reflected in a deduction made from the gross rental income. Similarly we have also made an allowance for bad debts.

In our EUV-SH valuation we have adopted a rate for bad debts and voids of 2.0% of gross income for the restricted general needs units.

5.7 Management Costs

We have adopted rates for management and administration in our valuation. This is based on our experience of other RPs operating in similar areas to AmicusHorizon. These rates are subject to an annual inflator of 1.00% over inflation for the duration of the cashflow reflecting long-term earnings, growth predictions and potential management savings.

We have adopted a rate of £575 per unit for management and administration in our valuation on the basis of EUV-SH.

5.8 Repairs and Maintenance

Although the properties are generally in a fair, reasonable or good condition, renewal, day-to-day and cyclical maintenance will all be required to keep the stock in its present condition.

The following table sets out the various assumptions we have made in our cashflows. The range of values reflects the consideration we have had for the different age and condition of properties across the units. We have assumed that these costs per unit will inflate by 1.00% in real terms each year.

Category of Expenditure	EUV-SH
Major repairs and renewals – Year 1	£600
Cyclical repairs – Year 1	£325
Day-to-day repairs – Year 1	£300
Total	£1,225

5.9 Right to Buy Sales

We have not included any right to buy sales in the valuation.

5.10 Discount Rate

For our EUV-SH valuation we have adopted a discount rate of 5.75% on net rental income.

6 Valuation

6.1 Introduction

We have prepared our valuations on the following bases:

- Existing Use Value for Social Housing (EUV-SH); and
- Market Value subject to existing Tenancies (MV-T).

We have also provided an aggregate valuation of the Portfolio on the basis of Market Value assuming Vacant Possession (MV-VP) for indicative purposes only.

Our valuations have been prepared in accordance with the Royal Institution of Chartered Surveyors' Valuation Standards - Global and UK seventh edition (commonly known as the "Red Book").

Apportionments of the valuations have been calculated and are included in the schedules at Appendix 2. These are not valuations of the individual properties, and should not be relied upon or treated as such.

The valuations below represent our opinion of the Portfolio as a whole. It is important to note that Portfolios of this size rarely come to the market, and it is possible that a prospective purchaser would seek a discount to reflect the quantity of the properties concerned. Conversely, there is also potential for additional value being added to the Portfolio if it were to be broken up and sold piecemeal. We stress that, in forming our opinion of the value of the Portfolio as a whole, we have neither applied a discount for quantum nor added a premium to reflect break-up potential.

The definitions of the bases of valuation are set out in full in Section 7 of this Report.

Our opinion of value, in aggregate, of the 587 unrestricted general needs units within the Portfolio, on the basis of Market Value subject to Existing Tenancies is:

£75,240,000
(seventy five million, two hundred and forty thousand pounds)

Our opinion of value, in aggregate, of the 594 restricted general needs units within the Portfolio, on the basis of Existing Use for Social Housing:

£37,080,000
(thirty seven million and eighty thousand pounds)

Our opinion of value, in aggregate, of the 1,181 properties in the Portfolio, on the basis of MV-VP, on an indicative basis is:

£249,035,000
(two hundred and forty nine million, and thirty five thousand pounds)

6.2 Sensitivity Analysis

A major concern amongst funders is whether the level of cover offered by the valuation is at risk if residential property prices decline in the future.

Social housing portfolio values are rent driven, and are not materially affected by falling house prices alone.

We have assessed the impact of increasing the discount rates by 50 basis points and increasing management/repair costs by 10% in our all our valuations. The table below shows the impact:

Category	Valuation	Variation	%age Reduction
General Needs (unrestricted) MV-T	£71,030,000	£4,210,000	-5.6%
General Needs (restricted) EUV-SH	£31,920,000	£5,080,000	-13.7%

6.3 Reinstatement Cost

We have also prepared a broad indication of the aggregate reinstatement cost of the above Portfolio, as guidance only, as detailed in paragraph 9.9 for insurance purposes.

We are of the opinion that the approximate estimate for the reinstatement cost of the residential Portfolio of 1,181 properties, as at the valuation date, is in the order of:

£158,300,000
(one hundred and fifty eight million, three hundred thousand pounds)

6.4 Suitability as Security

Your instructions require us to comment on whether the properties we have valued provide adequate security in respect of the Bonds.

It is difficult for any valuer, without being asked to consider a specific credit or risk assessment policy, to make an absolute, unqualified statement that those assets will provide suitable security because our instructions do not explain what criteria the Security Trustee is applying in making this assessment.

However we confirm that, in our opinion, should the Security Trustee become a mortgagee in possession of this Portfolio of properties, then it would be possible to achieve a sale either to another RP that would be at a price at least equivalent to our valuation on the basis of EUV-SH, or, in principle, to a private purchaser at a price equivalent to our valuation on the basis of MV-T where provided, both as set out in this Report.

However, the valuation assumes implicitly that a purchaser could obtain debt finance on commercially viable terms to facilitate a purchase of the Portfolio.

Furthermore, we have identified the following attributes of the Portfolio which should assist the Security Trustee in its assessment:

- The Portfolio is located in East Sussex, Kent, Greater London and Surrey, in areas where there is ample demand for affordable housing. Given the divergence between property prices and local average earnings, demand for these properties should be sustainable in the medium to long term;
- The EUV-SH and MV-T values per unit and percentage relationships to MV-VP, are at levels appropriate to the current climate, having regard to the Portfolio's location and composition;

- We have made conservative assumptions with regard to the respective rent and sales contributions to the valuations and they are not overly dependent on capital receipts from sales; and
- With the above factors in mind, and with specific regard to the continuing need for well-maintained social housing accommodation, we believe it reasonable to conclude an acceptable demand for a portfolio of this nature from commensurate social housing landlords and private institutional investment firms.

Subject to the specific information presented within this Report, and at the values formally reported, we are therefore satisfied to recommend to the Security Trustee that this Portfolio is suitable for security purposes.

7 Bases of Valuation

Our valuations have been prepared in accordance with the Royal Institution of Chartered Surveyors' Valuation Standards – Global and UK, seventh edition (the "Red Book").

7.1 Market Value

The basis of Market Value is defined in VS 3.2 of the Red Book as follows:

"The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."

Market Value subject to tenancies is not defined in the Red Book but is in accordance with the above definition, with the addition of the point below:

"That the properties would be subject to any secure or assured tenancies that may prevail, together with any other conditions or restrictions to which the property may be subject."

7.2 Existing Use Value for Social Housing

The basis of Existing Use Value for Social Housing is defined in UKVS 1.13 of the Red Book as follows:

"Existing use value for social housing (EUV-SH) is the estimated amount for which property should exchange, on the date of valuation, between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties has each acted knowledgeably, prudently and without compulsion, subject to the following special assumptions:

- a that the property will continue to be let by a body pursuant to delivery of a service for the existing use;
- b at the date of valuation, any regulatory body, in applying its criteria for approval, would not unreasonably fetter the vendor's ability to dispose of the property to organisations intending to manage their housing stock in accordance with that regulatory body's requirements;
- c properties temporarily vacant pending re-letting would be valued, if there is a letting demand, on the basis that the prospective purchaser intends to re-let them, rather than with vacant possession; and
- d any subsequent sale would be subject to all of the above assumptions."

7.3 Expenses

No allowance is made in our valuations for any expenses of realisation.

7.4 Tax

No allowance is made in our valuations for any liability for payment of Corporation Tax, or for any liability for Capital Gains Tax, whether existing or which may arise in the future.

7.5 VAT

Our valuations are exclusive of VAT on disposal.

8 Market Commentary

8.1 UK Housing Market Overview

There are a number of key features which are defining the UK housing market at present. A low transaction environment is the main feature along with low mortgage lending and difficult conditions for first-time-buyers. In several respects the UK housing market is on a gradual downward trend but in other aspects it has reached a more steady state over the past six months or so.

The European sovereign debt crisis has not yet had any impact on UK housing market statistics.

UK transaction levels have been declining steadily since mid-2010. Already at quite a low level, even following a reasonable rebound after the global credit crisis, annual transactions are currently around 850,000, above the 730,000 p.a. 2009 low but 47% below the 1.6m p.a. 2007 peak and 33% lower than the 10 year average.

Mortgage lending for house purchase had been running at a reasonably stable 48,000 loans a month for the past 12-18 months but picked up slightly in July and August. However, the 52,000 figure for August is still 40% below the ten year average and 56% below the average in 2006.

Housing demand, as measured by the RICS Housing Market Survey, has been pretty stable since the beginning of 2011 while the number of properties on the market has also been reasonably stable during this time.

However, house prices are generally weakening slightly month on month, although the extent of decline varies depending on data provider. Most indices agree that London is the only UK region where house prices are rising.

Rather worryingly the number of housing starts in England slipped back in Q2 2011 having recovered to some extent from the post credit crisis low. Housing completions, at 107,000 units p.a., are well short of the 178,000 p.a. 2007 peak and even further behind the 240,000 p.a. unofficial target.

Looking forward, the European and global sovereign debt issues are likely to defer global and domestic economic recovery by a year or so. We are expecting improved positive house price growth to re-emerge from 2013 although there will still be a broad North-South divide.

We do not expect the low transaction and low mortgage lending situation to be resolved quickly and it may be post-2013 before the shackles begin to come off to any notable extent. It is also likely that the development market will take several years before any meaningful recovery is reached.

9 Sources and Verification of Information

9.1 General

We have relied upon the property descriptions provided to us by AmicusHorizon and have verified their accuracy where we have inspected properties internally.

We have also relied upon the tenancy types and current rental income for each unit as provided. We have not audited the rent roll, nor have we been able to verify the accuracy of the data. However, we consider that the general rent levels in the Portfolio to be reasonable in the context of affordable housing and we have relied on the information provided as being current and accurate.

9.2 Tenure

AmicusHorizon holds a freehold interest or long leasehold interest with not less than 80 years unexpired in respect of its properties, unless otherwise stated in this Report. We confirm that there will be no material difference in the MV-T and EUV-SH cashflow valuations between these two holding interests and we do not therefore feel that separate summaries are required. This is not in breach of the RICS Valuation Standards.

9.3 Title

We have not carried out our own investigations of title and our valuations have assumed good title, free from onerous covenants and other encumbrances other than as set out in the draft Certificate of Title.

9.4 Nomination Agreements

Our valuations are prepared on the basis that there are no nomination agreements. If any nomination rights are found to be in existence, they are found not to be binding on the Security Trustee, or successor in title unless stated in this Report.

9.5 Structural Condition

We have not carried out condition surveys of the properties, this being outside the scope of our instructions. The Portfolio comprises of a mixture of modern and older properties. From our inspections these appeared to be well maintained, subject to the usual wear and tear one would expect for properties of these ages.

In our opinion the economic life of each property should exceed 30 years providing the properties are properly maintained.

We have not carried out a structural survey of the properties, neither have any parts been opened up or examined and those areas which were covered or inaccessible including roofs could not be inspected. No advice can therefore be given with regard to the condition of the property or whether it is free from rot, beetle or other defects.

We have been unable to determine whether wood wool slabs, blue asbestos, calcium chloride or other deleterious materials were used in the construction of these properties and therefore our advice regarding condition is given on the assumption that these materials are not present.

9.6 Ground Conditions

Our valuations are prepared on the assumption that there are no adverse ground conditions affecting any of the properties.

In forming our assessment, we have not carried out our own investigations into the presence or otherwise of contaminative substances, or substances which may give rise to contamination in any form whatsoever. We are unable to guarantee or warrant that the sites are not, and have never been subject to contaminative uses or are not contaminated. These are matters upon which the client, or anyone else relying upon this valuation, must satisfy themselves. However, our valuations are prepared on the assumption that no contaminative substances are present on the sites or nearby.

However, if during the normal course of our business we identified obvious environmental or contaminative issues we would bring these to the Security Trustee's attention. As far as we are aware, no such issues arise in respect of any properties in the Portfolio.

9.7 Planning

We have prepared our valuations on the basis that each property exists in accordance with a valid planning permission.

9.8 Services

None of the mains services have been tested by us.

9.9 Reinstatement Value

The figure provided in paragraph 6.3 is a broad indication of the cost of reinstating the Portfolio to the current specifications. The floor areas we have adopted in order to arrive at these figures are an average for each type of dwelling only - we have neither measured nor been provided with floor areas.

Our figures for reinstatement cost assessment have been derived by reference to the BCIS Guide to Building Prices. To this figure a regional variation adjustment has been made then an amount has been added for professional fees, demolition, site clearance and VAT.

We must point out that our figures are based on a limited inspection carried out for market valuation purposes (by a Valuation Surveyor rather than a Building Surveyor) and, therefore, our inspections of the structures are inadequate for a reliable figure to be obtained.

Our figures are based on general prices and indices at the date of valuation which are subject to fluctuation and, therefore, building insurance figures should be reviewed at regular intervals to allow for any inflationary tendencies. No allowance has been made in our figures for inflation during the insurance year or any subsequent construction period. Similarly, we have not included an allowance for any loss of rent during the reconstruction period.

Our figures do not include any allowances for any items which might more appropriately be considered to be plant and machinery.

We have not considered details of the insurance policy in place. However, our figure is intended to enable you to consider the adequacy of the insurance arrangement proposed by AmicusHorizon. Our figure should not be relied upon in isolation. If such reliance is required, it will be necessary for our Building Surveyors to be instructed to undertake a detailed inspection and consideration of the structure and form of construction of the buildings.

9.10 Compliance with Building Regulations and Statutory Requirements

We have assumed that the properties conform to the Fire Precaution Regulations and any other statutory requirements.

9.11 Right to Buy (RTB) and Voluntary Purchase Grants

We have assumed that there are no right to buy options on any of the units within the Portfolio and that there are no applications for Voluntary Purchase Grants, in each case, other than as disclosed in the draft Certificate of Title.

9.12 Right to Acquire

We assume that there are no current applications for Right to Acquire.

9.13 Service Charges

We have assumed that, where appropriate, service charge income fully covers expenditure but we have reflected the current level of bad debts and voids on service charges.



Real value in a changing world

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The information contained in this publication has been obtained from sources generally regarded to be reliable.

Appendix 1

Instructions

125 High Street
Croydon
Surrey
CR0 9XP
DX155750 Croydon 40
T: 020 8726 8600
F: 020 8726 8601

Richard Petty
Director
Jones Lang LaSalle
30 Warwick Street
London W1B 5NH

E: contactus@amicushorizon.org.uk
www.amicushorizon.org.uk

*Calls may be recorded and monitored for
quality and training purposes.*

23 February 2012

Dear Sirs

Amicus Horizon Limited: Bond Issue Valuation

Jones Lang LaSalle is requested to provide a valuation report in relation to AmicusHorizon's Bond issue for 1,181 properties plus 159 nil value units. The scope of work in relation to this exercise is detailed below.

1. Basis Valuation

Your report should include your opinion of:-

- Market Value – subject to tenancies (MV-T);
- Existing Use Value for Social Housing (EUV-SH);
- MV assuming Vacant Possession Value (MV-VP) – for Guidance Purposes Only; and
- The full reinstatement value of the property for buildings insurance purposes for Guidance Purposes only.

2. Confirmation of Valuation and Review of Certificates

The certificates sample basis will be decided at a later date depending upon the likely make up of the security portfolio.

3. Detail of the Report

The Format and Wording of the Report will be required to comply with the UK Listing Authority Rules – this may differ from your firm's standard report format for such work.

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The report is to provide:

A full description or schedule of the properties, including:

- a location plan of the area, identifying (where practicable) the main locations of the housing stock;
- the apparent state of repair of the stock, the availability of all usual services, and access to the stock;
- presence of any structural problems or properties of non-standard construction together with the effect on marketability;
- a summary of the effects of any planning restriction or nominations rights;
- agreements binding either on the land or any purchases of the units;
- a description of the economic and social characteristics of the area, indicating whether it is a primary, secondary, or tertiary;
- a breakdown of the stock into unit types e.g. one bed flats, two bed flats, etc., together with a breakdown by class of existing tenure (secure/assured tenancies etc.);
- an overview of the localised property market and its valuation trends; and
- any other relevant information.

The date of valuation is to be the date of your Report. The date of your inspections should also be stated.

Please also provide within your report:

- colour photographs of each property (where practicable); and
- a general location map.

An indication, for insurance purposes (which is given solely as a guide, as a formal estimate for insurance purposes can be given only a quantity surveyor, or other person with sufficient current experience of replacement costs) of the current reinstatement cost of:

- the buildings in their present form (unless otherwise states); or
- buildings being constructed as proposed to be completed; each including the costs of clearance and professional fees but excluding; (i) VAT (except on fees); (ii) loss of rent; and/or (iii) cost of alternative accommodation for the reinstatement period.

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4. Addressees for The Report

The report will be addressed to:

- AmicusHorizon Limited;
- Prudential Trustee Company Limited (in its capacity as security trustee and bond trustee);
- Investec Bank plc;
- Barclays Bank PLC; and
- RBC Europe Limited

Please specify the date of inspection and the name and qualifications of the person who visited the property and confirm that the person has the relevant experience and knowledge of valuing the type of properties concerned in the particular locality. Moreover, please confirm that the valuer is an external valuer in relation to the report and particular aspects thereof.

5. Professional Indemnity

Under the UK listing rules, any valuation report (either full or abbreviated) as included within the bond Prospectus may not contain any limitation of liability. Please note that this requirement is not negotiable in respect of a transaction of this nature.

6. Valuation Methodology

Please provide detail and commentary on the following, including what assumptions made and why:

- valuation methods use;
- yields use;
- discount rate used;
- vacant possession values;
- likely effects on valuation of statutory changes – e.g. rent restructuring;
- current levels of voids and bad debt;
- adjustments for inflation;
- management costs;
- maintenance costs; and
- rental levels.

**Calls free from a BT landline, charges from mobiles and other networks may vary
**If you are calling from a mobile, it may be cheaper for you to dial 01795 434 606*

AmicusHorizon Ltd. Registered under Industrial & Provident Societies Act 1965; number 30786R.
Registered under the Housing Act 1974; number L4536. Registered office; Grosvenor House, 125 High Street, Croydon CR0 9XP.
AmicusHorizon Ltd is an exempt charity.

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7. Suitable Security for a bond

Suitability of property for a 30 year bond – with reasons, in addition to the marketability of the properties, likely future demand for rental property, and any other factors that you consider are likely to materially affect the status of the property as security.

8. Hazardous materials, contamination and environmental problems

Likely present of the above, taking in account:

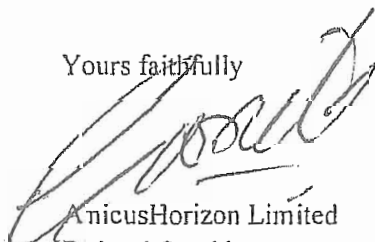
- property age and construction;
- surrounding/nearby land uses;
- former land uses of subject site; and
- effect on marketability.

9. Red Book and RICS Compliance

The valuations are to be prepared in accordance with the Royal Institution of Chartered Surveyors' Valuation Standards – Global and UK seventh edition (commonly known as the "Red Book").

The delivery deadline is 24 February 2012.

Yours faithfully



AmicusHorizon Limited
Richard Garside
Treasury Manager
020 8726 8756



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Appendix 2

Property Schedules

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 587 Unrestricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
10965	40A Hawes Road	Kent	BR1 3JR	House	3	Fair Rent	£109.00	£135.10		£148,500	£360,000
10966	40B Hawes Road	Kent	BR1 3JR	House	3	Fair Rent	£84.32	£135.10		£148,500	£360,000
10967	40C Hawes Road	Kent	BR1 3JR	House	3	Assured	£133.11	£133.11		£173,600	£360,000
10968	40D Hawes Road	Kent	BR1 3JR	House	3	Fair Rent	£102.50	£133.11		£148,500	£360,000
10969	40E Hawes Road	Kent	BR1 3JR	House	3	Fair Rent	£110.50	£133.11		£148,500	£360,000
18514	51 Burnt Ash Lane	Kent	BR1 4DJ	House	2	Assured	£114.23	£114.23		£148,900	£200,000
13643	30 Brook Lane	Kent	BR1 4PU	House	2	Assured	£114.23	£114.23		£129,600	£170,000
12588	19 Milton Road	Surrey	CR0 2BG	Flat	1	Fair Rent	£82.66	£87.91		£89,100	£125,000
12589	21 Milton Road	Surrey	CR0 2BG	Flat	1	Assured	£87.91	£87.91		£95,300	£125,000
12587	17 Milton Road	Surrey	CR0 2BG	Flat	2	Fair Rent	£93.11	£106.77		£103,300	£145,000
12590	23 Milton Road	Surrey	CR0 2BG	Flat	2	Fair Rent	£91.46	£104.78		£101,900	£145,000
12045	Basement 8 Oakfield Road	Surrey	CR0 2UA	Flat	1	Assured	£84.92	£84.92		£95,300	£125,000
12046	8A Oakfield Road	Surrey	CR0 2UA	Flat	1	Starter Tenancy	£86.91	£86.91		£95,300	£125,000
12047	8B Oakfield Road	Surrey	CR0 2UA	Flat	2	Assured	£98.24	£99.32		£110,600	£145,000
12049	10A Oakfield Road	Surrey	CR0 2UA	Flat	1	Starter Tenancy	£84.92	£84.92		£95,300	£125,000
12050	10B Oakfield Road	Surrey	CR0 2UA	Flat	2	Fair Rent	£99.32	£99.32		£103,300	£145,000
12502	98 Oakfield Road	Surrey	CR0 2UB	Flat	2	Assured	£99.32	£99.32		£110,600	£145,000
13001	88 Oakfield Road	Surrey	CR0 2UB	Flat	1	Starter Tenancy	£84.92	£84.92		£95,300	£125,000
13002	88A Oakfield Road	Surrey	CR0 2UB	Flat	1	Assured	£84.92	£84.92		£95,300	£125,000
13003	88B Oakfield Road	Surrey	CR0 2UB	Flat	1	Starter Tenancy	£84.92	£84.92		£95,300	£125,000
10342	106A Oakfield Road	Surrey	CR0 2UB	Flat	1	Assured	£87.91	£87.91		£95,300	£125,000
10343	106B Oakfield Road	Surrey	CR0 2UB	Flat	2	Assured	£98.33	£98.33		£110,600	£145,000
10344	106C Oakfield Road	Surrey	CR0 2UB	Flat	1	Assured	£84.92	£84.92		£95,300	£125,000
10345	106D Oakfield Road	Surrey	CR0 2UB	Flat	2	Assured	£103.94	£103.94		£110,600	£145,000
12503	98A Oakfield Road	Surrey	CR0 2UB	Flat	3	Fair Rent	£111.25	£111.25		£117,600	£165,000
18713	6 Gardners Road	Surrey	CR0 3SX	House	3	Assured	£123.17	£123.17		£160,600	£220,000
10422	FLAT 1 50 Waddon Road	Surrey	CR0 4LF	Flat	3	Assured	£118.70	£118.70		£133,400	£175,000
10423	FLAT 2 50 Waddon Road	Surrey	CR0 4LF	Flat	3	Fair Rent	£113.50	£118.70		£124,700	£175,000
10374	67 Coniston Road	Surrey	CR0 6LQ	House	2	Fair Rent	£115.02	£115.02		£128,100	£210,000
18370	74 Oswald Courtwood Lane	Surrey	CR0 9HE	House	3	Assured	£120.69	£120.69		£157,400	£220,000
17873	13 Ormerod Gardens	Surrey	CR4 2LP	House	2	Assured	£109.26	£109.26		£142,500	£210,000
17872	38 Sycamore Gardens	Surrey	CR4 3QP	House	2	Assured	£103.30	£103.30		£134,700	£200,000
18349	5 Dunheved Road West	Surrey	CR7 6AP	House	4	Assured	£140.55	£140.55		£183,300	£260,000
18350	6 Dunheved Road West	Surrey	CR7 6AP	House	4	Assured	£140.55	£140.55		£183,300	£260,000
18351	7 Dunheved Road West	Surrey	CR7 6AP	House	4	Assured	£140.55	£140.55		£183,300	£260,000
18352	7A Dunheved Road West	Surrey	CR7 6AP	House	4	Assured	£140.55	£140.55		£183,300	£260,000
18354	FLAT 1 8 Dunheved Road West	Surrey	CR7 6AP	Flat	2	Assured	£98.08	£98.08		£114,400	£150,000
18355	FLAT 2 8 Dunheved Road West	Surrey	CR7 6AP	Flat	2	Assured	£98.08	£98.08		£114,400	£150,000
18356	FLAT 3 8 Dunheved Road West	Surrey	CR7 6AP	Flat	1	Starter Tenancy	£86.41	£86.41		£87,700	£115,000
18357	FLAT 4 8 Dunheved Road West	Surrey	CR7 6AP	Flat	2	Assured	£98.08	£98.08		£114,400	£150,000
18358	FLAT 5 8 Dunheved Road West	Surrey	CR7 6AP	Flat	1	Assured	£86.41	£86.41		£87,700	£115,000
18353	8A Dunheved Road West	Surrey	CR7 6AP	House	4	Assured	£140.55	£140.55		£183,300	£260,000
10432	The Cottage 643 London Road	Surrey	CR7 6AZ	Flat	3	Fair Rent	£111.66	£111.74		£124,400	£185,000
10433	643A London Road	Surrey	CR7 6AZ	Flat	1	Assured	£92.17	£92.17		£87,700	£115,000
10434	643B London Road	Surrey	CR7 6AZ	Flat	1	Fair Rent	£86.41	£86.41		£81,900	£115,000
10435	643C London Road	Surrey	CR7 6AZ	Flat	1	Fair Rent	£86.41	£86.41		£81,900	£115,000
10436	643D London Road	Surrey	CR7 6AZ	Flat	1	Assured	£90.72	£86.41		£87,700	£115,000
10440	645A London Road	Surrey	CR7 6AZ	Flat	2	Assured	£98.08	£98.08		£114,400	£150,000
10441	645B London Road	Surrey	CR7 6AZ	Flat	2	Assured	£100.07	£100.07		£114,400	£150,000
10442	645C London Road	Surrey	CR7 6AZ	Flat	2	Fair Rent	£100.07	£100.07		£106,900	£150,000
10680	653 London Road	Surrey	CR7 6AZ	Flat	1	Assured	£86.41	£86.41		£87,700	£115,000
10681	653A London Road	Surrey	CR7 6AZ	Flat	2	Assured	£99.32	£99.32		£114,400	£150,000
10682	653B London Road	Surrey	CR7 6AZ	Flat	2	Fair Rent	£99.32	£99.32		£106,900	£150,000
10554	Ground floor 675 London Road	Surrey	CR7 6AZ	Flat	0	Assured	£72.83	£79.96		£72,400	£95,000
10555	675A London Road	Surrey	CR7 6AZ	Flat	2	Assured	£99.32	£99.32		£114,400	£150,000
10556	675B London Road	Surrey	CR7 6AZ	Flat	2	Assured	£99.32	£99.32		£114,400	£150,000
12101	Ground floor 687 London Road	Surrey	CR7 6AZ	Flat	2	Fair Rent	£98.08	£98.08		£106,900	£150,000
12102	687A London Road	Surrey	CR7 6AZ	Flat	2	Assured	£98.08	£98.08		£114,400	£150,000
12103	687B London Road	Surrey	CR7 6AZ	Flat	1	Assured	£88.40	£88.40		£87,700	£115,000
12104	Ground floor 689 London Road	Surrey	CR7 6AZ	Flat	2	Assured	£98.08	£98.08		£114,400	£150,000
12105	689A London Road	Surrey	CR7 6AZ	Flat	2	Assured	£98.08	£98.08		£114,400	£150,000
12106	689B London Road	Surrey	CR7 6AZ	Flat	1	Starter Tenancy	£82.22	£86.41		£87,700	£115,000
17102	2 Ecclesbourne Road	Surrey	CR7 7BN	House	4	Assured	£140.78	£146.32		£183,000	£240,000
12421	272 Bensham Lane	Surrey	CR7 7EP	House	2	Fair Rent	£108.00	£110.25		£120,300	£190,000
10215	82A Melfort Road	Surrey	CR7 7RN	Flat	1	Assured	£83.33	£86.41		£91,500	£120,000
10216	82B Melfort Road	Surrey	CR7 7RN	Flat	3	Assured	£113.23	£113.23		£137,200	£180,000
10537	Ground floor 84 Melfort Road	Surrey	CR7 7RN	Flat	1	Starter Tenancy	£84.11	£88.40		£91,500	£120,000
10538	84A Melfort Road	Surrey	CR7 7RN	Flat	2	Fair Rent	£102.56	£102.56		£106,900	£150,000
10122	108A Melfort Road	Surrey	CR7 7RN	Flat	0	Starter Tenancy	£79.96	£79.96		£76,200	£100,000
10125	108B Melfort Road	Surrey	CR7 7RN	Flat	3	Assured	£118.20	£118.20		£137,200	£180,000
10123	110A Melfort Road	Surrey	CR7 7RN	Flat	4	Assured	£118.20	£118.20		£152,500	£200,000
10124	110B Melfort Road	Surrey	CR7 7RN	Flat	3	Assured	£107.74	£113.23		£137,200	£180,000
10176	114A Melfort Road	Surrey	CR7 7RN	Flat	1	Fair Rent	£86.41	£86.41		£85,500	£120,000
10177	114B Melfort Road	Surrey	CR7 7RN	Flat	3	Assured	£113.23	£113.23		£137,200	£180,000
10111	168A Melfort Road	Surrey	CR7 7RS	Flat	2	Assured	£90.77	£98.08		£114,400	£150,000
10112	168B Melfort Road	Surrey	CR7 7RS	Flat	2	Assured	£98.08	£98.08		£114,400	£150,000
10281	131A Melfort Road	Surrey	CR7 7RX	Flat	1	Assured	£86.41	£86.41		£91,500	£120,000
10282	131B Melfort Road	Surrey	CR7 7RX	Flat	3	Fair Rent	£112.50	£113.23		£125,300	£180,000
10178	133A Melfort Road	Surrey	CR7 7RX	Flat	1	Assured	£88.41	£95.26		£91,500	£120,000
10179	133B Melfort Road	Surrey	CR7 7RX	Flat	4	Fair Rent	£117.00	£130.86		£130,300	£200,000
10198	137A Melfort Road	Surrey	CR7 7RX	Flat	1	Fair Rent	£79.85	£86.41		£85,500	£120,000
10199	137B Melfort Road	Surrey	CR7 7RX	Flat	2	Assured	£99.74	£103.69		£114,400	£150,000
10200	137C Melfort Road	Surrey	CR7 7RX	Flat	0	Assured	£81.95	£81.95		£76,200	£100,000
10799	44 St Pauls Road	Surrey	CR7 8NB	House	3	Assured	£115.72	£115.72		£150,900	£220,000
30993	16 Windsor Road	Kent	CT1 3UN	House	3	Assured	£115.10	£115.10		£110,600	£145,000
30988	35 Cockering Road	Kent	CT1 3UP	House	3	Assured	£115.10	£115.10		£110,600	£145,000
30989	26 Strangers Lane	Kent	CT1 3XH	House	2	Assured	£109.09	£109.09		£99,100	£130,000
33623	38 Albany Road	Kent	ME10 1EL	House	4	Assured	£108.18	£108.18		£141,100	£200,000
34951	22 Rock Road	Kent	ME10 1JF	House	2	Assured	£88.42	£88.42		£95,300	£125,000
35452	1 North Street	Kent	ME10 2HW	BUNGALOW	2	Assured	£87.13	£87.13		£95,300	£125,000
35453	1A North Street	Kent	ME10 2HW	BUNGALOW	2	Assured	£87.13	£87.13		£95,300	£125,000
32068	62 Foxley Road	Kent	ME11 5AN	BUNGALOW	2	Assured	£85.84	£85.84		£102,900	£135,000
31507	37 Berridge Road	Kent	ME12 2AD	House	2	Assured	£85.84	£85.84		£61,000	£80,000
31508	69 Berridge Road	Kent	ME12 2AE	House	3	Assured	£93.13	£93.13		£72,400	£95,000
33056	9 Hopson Place	Kent	ME12 3HE	House	3	Assured	£93.87	£86.67		£91,500	£120,000
31527	22 Blatcher Close	Kent	ME12 3PG	BUNGALOW	2	Assured	£92.30	£92.30		£95,300	£125,000
37392	23 Blatcher Close	Kent	ME12 3PG	BUNGALOW	2	Assured	£92.30	£92.30		£95,300	£125,000
31528	24 Blatcher Close	Kent	ME12 3PG	BUNGALOW	2	Assured	£92.30	£92.30		£95,300	£125,000
31529	25 Blatcher Close	Kent	ME12 3PG	BUNGALOW	3	Assured	£102.18	£102.18		£133,200	£175,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 587 Unrestricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
33530	14 Waterside View	Kent	ME12 4PW	House	3	Assured	£94.85	£93.13		£76,200	£100,000
30944	67 Station Road	Kent	ME13 9AA	House	3	Assured	£93.13	£93.13		£106,700	£140,000
31273	6 Vinson Close	Kent	ME13 9EA	BUNGALOW	2	Assured	£93.59	£93.59		£122,000	£180,000
31274	7 Vinson Close	Kent	ME13 9EA	BUNGALOW	2	Assured	£93.59	£93.59		£122,000	£180,000
36943	14 Davenport Avenue	Kent	ME7 1UN	House	3	Assured	£93.13	£93.13		£91,500	£120,000
36953	44 Haig Avenue	Kent	ME7 2JJ	House	2	Assured	£93.59	£93.59		£87,700	£115,000
36956	8 Maple Avenue	Kent	ME7 2NU	House	2	Assured	£88.70	£91.00		£72,400	£95,000
36955	126 Hazlemere Drive	Kent	ME7 2TQ	House	3	Assured	£97.00	£97.00		£87,700	£115,000
36944	52 Trafalgar Street	Kent	ME7 4RN	House	2	Assured	£84.54	£84.54		£87,700	£115,000
10982	341A Baring Road	London	SE12 0EE	Flat	2	Assured	£97.84	£97.84		£114,400	£150,000
10983	341B Baring Road	London	SE12 0EE	Flat	2	Assured	£103.25	£105.58		£114,400	£150,000
10984	341C Baring Road	London	SE12 0EE	Flat	2	Assured	£62.68	£97.84		£81,700	£150,000
10577	343A Baring Road	London	SE12 0EE	Flat	1	Assured	£86.41	£86.41		£99,100	£130,000
10578	343B Baring Road	London	SE12 0EE	Flat	2	Fair Rent	£41.61	£97.84		£63,900	£155,000
10579	343C Baring Road	London	SE12 0EE	Flat	2	Assured	£92.87	£92.87		£118,200	£155,000
10580	343D Baring Road	London	SE12 0EE	Flat	2	Assured	£90.03	£97.84		£117,400	£155,000
13104	30 Cliffview Road	London	SE13 7DD	House	3	Fair Rent	£105.00	£135.10		£119,600	£290,000
13495	135 Ladywell Road	London	SE13 7HZ	House	4	Assured	£140.78	£144.52		£183,600	£375,000
10451	FLAT A 14 Sandrock Road	London	SE13 7TR	Flat	2	Assured	£105.53	£105.53		£133,400	£175,000
10452	FLAT B 14 Sandrock Road	London	SE13 7TR	Flat	2	Assured	£111.24	£113.78		£133,400	£175,000
13438	32B Ommamey Road	London	SE14 5NT	Flat	1	Assured	£87.91	£87.91		£114,600	£175,000
13437	32A Ommamey Road	London	SE14 5NT	Flat	3	Fair Rent	£99.00	£118.20		£111,400	£270,000
18295	47 Billington Road	London	SE14 5QH	House	3	Assured	£128.14	£128.14		£167,100	£330,000
18334	50 Camplin Street	London	SE14 5QY	House	3	Assured	£128.14	£128.14		£167,100	£330,000
10789	51 Bousfield Road	London	SE14 5TP	House	2	Assured	£121.68	£121.68		£158,700	£300,000
13306	57 Gellatly Road	London	SE14 5TU	House	3	Fair Rent	£102.50	£130.12		£136,100	£330,000
12721	17 Kinsale Road	London	SE15 4HJ	Flat	3	Fair Rent	£87.00	£119.45		£99,000	£240,000
13105	134A Friary Road	London	SE15 5UW	Flat	1	Assured	£88.89	£88.89		£114,400	£150,000
13106	134B Friary Road	London	SE15 5UW	Flat	2	Assured	£107.68	£108.26		£129,600	£170,000
13140	18A Lunham Road	London	SE19 1AA	Flat	3	Assured	£108.26	£108.26		£141,200	£300,000
13141	18B Lunham Road	London	SE19 1AA	Flat	1	Starter Tenancy	£85.41	£85.41		£110,600	£145,000
13142	18C Lunham Road	London	SE19 1AA	Flat	2	Fair Rent	£80.50	£96.84		£92,800	£225,000
13143	18D Lunham Road	London	SE19 1AA	Flat	2	Assured	£96.84	£96.84		£126,300	£225,000
11385	23 Victoria Crescent	London	SE19 1AE	House	3	Fair Rent	£120.69	£120.69		£134,500	£220,000
11386	25 Victoria Crescent	London	SE19 1AE	House	3	Fair Rent	£113.50	£120.69		£126,400	£220,000
11387	27 Victoria Crescent	London	SE19 1AE	House	3	Assured	£125.64	£126.28		£163,800	£220,000
11388	29 Victoria Crescent	London	SE19 1AE	House	3	Fair Rent	£120.69	£120.69		£134,500	£220,000
11389	31 Victoria Crescent	London	SE19 1AE	House	3	Fair Rent	£120.69	£120.69		£134,500	£220,000
11390	33 Victoria Crescent	London	SE19 1AE	House	3	Fair Rent	£122.67	£122.67		£136,700	£220,000
11391	35 Victoria Crescent	London	SE19 1AE	House	3	Fair Rent	£120.69	£120.69		£134,500	£220,000
11392	37 Victoria Crescent	London	SE19 1AE	House	3	Fair Rent	£98.50	£120.69		£109,700	£220,000
11393	39 Victoria Crescent	London	SE19 1AE	House	3	Fair Rent	£120.69	£120.69		£134,500	£220,000
12166	38 Woodland Hill	London	SE19 1NT	House	3	Fair Rent	£109.50	£129.78		£122,000	£220,000
10648	54 Woodland Road	London	SE19 1NT	House	4	Assured	£127.14	£127.14		£165,800	£245,000
12320	35A Woodland Road	London	SE19 1NU	Flat	1	Starter Tenancy	£82.93	£82.93		£108,100	£145,000
12321	35B Woodland Road	London	SE19 1NU	Flat	3	Starter Tenancy	£114.02	£114.02		£148,700	£300,000
12635	98 Woodland Road	London	SE19 1PA	Flat	1	Assured	£96.79	£96.79		£110,600	£145,000
12029	12A Anerley Grove	London	SE19 2HS	Flat	2	Assured	£88.99	£96.84		£116,600	£195,000
12030	12B Anerley Grove	London	SE19 2HS	Flat	3	Assured	£108.26	£108.26		£141,200	£240,000
12206	13A Anerley Grove	London	SE19 2HS	Flat	3	Assured	£97.50	£110.25		£127,100	£240,000
12207	13B Anerley Grove	London	SE19 2HS	Flat	2	Assured	£94.21	£98.83		£122,800	£195,000
12208	14A Anerley Grove	London	SE19 2HS	Flat	3	Assured	£108.26	£108.26		£141,200	£240,000
12209	14B Anerley Grove	London	SE19 2HS	Flat	2	Assured	£80.30	£96.84		£104,700	£195,000
12210	15A Anerley Grove	London	SE19 2HS	Flat	2	Assured	£96.84	£96.84		£126,300	£195,000
12211	15B Anerley Grove	London	SE19 2HS	Flat	2	Assured	£96.84	£96.84		£126,300	£195,000
13117	109B Belvedere Road	London	SE19 2HY	Flat	1	Assured	£94.27	£94.27		£114,400	£150,000
13118	109C Belvedere Road	London	SE19 2HY	Flat	1	Assured	£87.40	£87.40		£114,000	£150,000
13116	109A Belvedere Road	London	SE19 2HY	Flat	3	Fair Rent	£99.00	£108.26		£110,300	£240,000
13199	36A Maberley Road	London	SE19 2JA	Flat	2	Assured	£96.84	£96.84		£126,300	£195,000
13200	36B Maberley Road	London	SE19 2JA	Flat	1	Fair Rent	£86.05	£87.40		£95,900	£150,000
13201	36C Maberley Road	London	SE19 2JA	Flat	2	Assured	£96.84	£96.84		£126,300	£195,000
13202	36D Maberley Road	London	SE19 2JA	Flat	2	Assured	£96.84	£96.84		£126,300	£195,000
18859	11 Crystal Terrace	London	SE19 3JT	House	3	Assured	£120.69	£120.69		£157,400	£230,000
12400	8 Rockmount Road	London	SE19 3ST	Flat	2	Assured	£101.17	£102.44		£131,900	£230,000
12401	8A Rockmount Road	London	SE19 3ST	Flat	2	Assured	£102.44	£102.44		£133,600	£230,000
12551	106A Oakfield Road	London	SE20 8RQ	Flat	2	Assured	£97.33	£97.33		£126,900	£185,000
12552	106B Oakfield Road	London	SE20 8RQ	Flat	3	Fair Rent	£111.25	£111.25		£123,900	£230,000
11906	68A Barry Road	London	SE22 0HP	Flat	3	Assured	£94.00	£131.42		£143,400	£310,000
11907	68B Barry Road	London	SE22 0HP	Flat	3	Assured	£109.50	£131.42		£143,400	£310,000
13124	142A Barry Road	London	SE22 0HW	Flat	1	Assured	£92.87	£92.87		£121,100	£210,000
13125	142B Barry Road	London	SE22 0HW	Flat	1	Assured	£92.87	£92.87		£121,100	£210,000
13126	142C Barry Road	London	SE22 0HW	Flat	1	Assured	£83.50	£92.87		£108,900	£210,000
13165	6 Grove Vale	London	SE22 8EF	House	4	Assured	£138.31	£147.81		£231,200	£500,000
11904	FLAT A 224 Crystal Palace Road	London	SE22 9EL	Flat	1	Assured	£112.74	£112.74		£147,000	£210,000
11905	FLAT B 224 Crystal Palace Road	London	SE22 9EL	Flat	3	Fair Rent	£97.00	£105.78		£127,900	£310,000
10646	FLAT A 322 Crystal Palace Road	London	SE22 9JJ	Flat	2	Fair Rent	£111.25	£111.25		£123,900	£250,000
10647	FLAT B 322 Crystal Palace Road	London	SE22 9JJ	Flat	1	Assured	£92.87	£92.87		£121,100	£210,000
12451	FLAT A 327 Crystal Palace Road	London	SE22 9JL	Flat	1	Assured	£107.27	£112.74		£139,900	£210,000
12452	FLAT B 327 Crystal Palace Road	London	SE22 9JL	Flat	3	Assured	£105.78	£105.78		£143,400	£310,000
10497	38A Heber Road	London	SE22 9JZ	Flat	1	Assured	£92.87	£92.87		£121,100	£210,000
10498	38B Heber Road	London	SE22 9JZ	Flat	2	Assured	£110.89	£114.85		£144,600	£250,000
18528	46 Marler Road	London	SE23 2AD	House	3	Assured	£133.74	£135.59		£174,400	£320,000
11328	1 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11329	2 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11330	3 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11331	4 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11332	5 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£98.26	£102.81		£128,100	£175,000
11333	6 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11334	7 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Fair Rent	£92.87	£92.87		£103,500	£175,000
11335	8 Fountain Court Church Rise	London	SE23 2UG	Flat	2	Assured	£99.32	£99.32		£129,500	£195,000
11336	9 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Fair Rent	£92.87	£92.87		£103,500	£175,000
11337	10 Fountain Court Church Rise	London	SE23 2UG	Flat	2	Fair Rent	£84.42	£99.32		£94,000	£195,000
11338	11 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11339	12 Fountain Court Church Rise	London	SE23 2UG	Flat	2	Assured	£106.21	£114.85		£138,500	£195,000
11340	13 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11341	14 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£91.19	£108.57		£118,900	£175,000
11342	15 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11343	16 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11344	17 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 587 Unrestricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
11345	18 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Fair Rent	£77.92	£92.87		£86,800	£175,000
11346	19 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Fair Rent	£77.92	£92.87		£86,800	£175,000
11347	20 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11348	21 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11349	22 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£92.87	£92.87		£121,100	£175,000
11350	23 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Assured	£98.49	£98.49		£128,400	£175,000
11351	24 Fountain Court Church Rise	London	SE23 2UG	Flat	1	Fair Rent	£77.92	£92.87		£86,800	£175,000
10269	130A Devonshire Road	London	SE23 3SZ	Flat	2	Assured	£111.26	£115.02		£145,100	£225,000
10270	130B Devonshire Road	London	SE23 3SZ	Flat	3	Assured	£123.97	£123.97		£161,600	£280,000
10236	FLAT A 276 Devonshire Road	London	SE23 3TH	Flat	1	Assured	£100.62	£100.62		£131,200	£180,000
10237	FLAT B 276 Devonshire Road	London	SE23 3TH	Flat	1	Assured	£98.64	£98.64		£128,600	£180,000
10238	FLAT C 276 Devonshire Road	London	SE23 3TH	Flat	1	Assured	£92.87	£92.87		£121,100	£180,000
10245	249A Norwood Road	London	SE24 9AG	Flat	1	Assured	£97.06	£97.84		£126,600	£210,000
10246	249B Norwood Road	London	SE24 9AG	Flat	4	Assured	£140.78	£147.01		£183,600	£325,000
18512	131 Regina Road	London	SE25 4TR	House	3	Assured	£118.70	£118.70		£152,500	£200,000
15576	11 Cargreen Road	London	SE25 5AD	House	4	Assured	£135.09	£135.09		£176,100	£250,000
15577	11A Cargreen Road	London	SE25 5AD	House	4	Assured	£135.09	£135.09		£176,100	£250,000
15578	13 Cargreen Road	London	SE25 5AD	House	4	Assured	£135.09	£135.09		£176,100	£250,000
19041	FLAT 2 10 Dagnall Park	London	SE25 5PL	Flat	1	Assured	£78.85	£89.46		£99,100	£130,000
19042	FLAT 3 10 Dagnall Park	London	SE25 5PL	Flat	1	Assured	£87.52	£89.46		£99,100	£130,000
19043	FLAT 4 10 Dagnall Park	London	SE25 5PL	Flat	1	Assured	£84.03	£89.46		£99,100	£130,000
21842	FLAT 1 10 Dagnall Park	London	SE25 5PL	Flat	1	Assured	£89.46	£89.46		£99,100	£130,000
18344	11 Selhurst Place	London	SE25 5PY	House	3	Assured	£122.67	£122.67		£144,900	£190,000
10569	Ground Floor 259 Whitehorse Lane	London	SE25 6UP	Flat	2	Assured	£98.83	£98.83		£114,400	£150,000
10570	259A Whitehorse Lane	London	SE25 6UP	Flat	3	Assured	£113.23	£113.23		£133,400	£175,000
10286	239A Whitehorse Lane	London	SE25 6UU	Flat	2	Assured	£98.83	£98.83		£114,400	£150,000
10285	239B Whitehorse Lane	London	SE25 6UU	Flat	2	Fair Rent	£98.83	£98.83		£106,900	£150,000
13374	42 Whitworth Road	London	SE25 6LH	House	5	Assured	£136.07	£136.07		£177,400	£250,000
13375	42A Whitworth Road	London	SE25 6LH	Flat	2	Assured	£98.83	£98.83		£114,400	£150,000
10484	1st floor 62 Whitworth Road	London	SE25 6XJ	Flat	2	Fair Rent	£98.83	£98.83		£106,900	£150,000
10483	Ground Floor 62 Whitworth Road	London	SE25 6XJ	Flat	2	Assured	£99.51	£104.59		£114,400	£150,000
12298	44A Mayow Road	London	SE26 4JA	Flat	1	Assured	£84.92	£84.92		£95,300	£125,000
12299	44B Mayow Road	London	SE26 4JA	Flat	2	Assured	£95.35	£95.35		£114,400	£150,000
12924	14 Kent House Road	London	SE26 5LB	Flat	6	Assured	£145.50	£147.99		£208,100	£450,000
18362	73A Kent House Road	London	SE26 5LJ	Flat	3	Assured	£105.28	£105.28		£137,300	£250,000
18363	73B Kent House Road	London	SE26 5LJ	Flat	3	Assured	£105.28	£105.28		£137,300	£250,000
18711	75 Kent House Road	London	SE26 5LJ	House	5	Assured	£147.24	£149.49		£192,000	£400,000
18296	3 Watlington Cottages Watlington Grove	London	SE26 5RS	House	2	Assured	£100.32	£100.32		£138,700	£300,000
10225	110B Broxholm Road	London	SE27 0BT	Flat	2	Assured	£100.81	£100.81		£131,400	£205,000
19138	110 Broxholm Road	London	SE27 0BT	Flat	3	Assured	£78.01	£107.27		£101,700	£220,000
10559	12A Bloom Grove	London	SE27 0HZ	Flat	2	Assured	£102.80	£102.80		£134,000	£205,000
10560	12B Bloom Grove	London	SE27 0HZ	Flat	2	Fair Rent	£89.50	£102.80		£99,700	£205,000
12490	37B Hainthorpe Road	London	SE27 0PL	Flat	2	Assured	£97.36	£100.81		£126,900	£205,000
12489	37A Hainthorpe Road	London	SE27 0PL	Flat	3	Fair Rent	£59.00	£112.24		£90,700	£220,000
10528	108A St Julians Farm Road	London	SE27 0RR	Flat	3	Fair Rent	£102.00	£106.77		£113,600	£220,000
10529	108B St Julians Farm Road	London	SE27 0RR	Flat	1	Starter Tenancy	£84.08	£87.40		£109,600	£150,000
10530	108C St Julians Farm Road	London	SE27 0RR	Flat	2	Assured	£98.83	£98.83		£128,900	£205,000
12146	39 Casewick Road	London	SE27 0TB	House	4	Fair Rent	£111.50	£139.56		£140,200	£340,000
11965	1A Maley Avenue	London	SE27 9BY	Flat	2	Starter Tenancy	£100.81	£100.81		£131,400	£235,000
11966	1B Maley Avenue	London	SE27 9BY	Flat	2	Assured	£101.04	£102.80		£131,700	£235,000
11967	1C Maley Avenue	London	SE27 9BY	Flat	2	Assured	£100.81	£100.81		£131,400	£235,000
11968	1D Maley Avenue	London	SE27 9BY	Flat	2	Assured	£94.57	£100.81		£123,300	£235,000
11886	8 Auckland Hill	London	SE27 9PH	Flat	2	Assured	£102.80	£102.80		£134,000	£235,000
10668	8A Auckland Hill	London	SE27 9PH	Flat	2	Assured	£102.80	£102.80		£134,000	£235,000
12403	10 Auckland Hill	London	SE27 9PH	Flat	2	Assured	£96.97	£102.80		£126,400	£235,000
12404	10A Auckland Hill	London	SE27 9PH	Flat	2	Assured	£102.80	£102.80		£134,000	£235,000
12545	100A Auckland Hill	London	SE27 9QQ	Flat	2	Assured	£87.91	£100.81		£114,600	£235,000
12546	100B Auckland Hill	London	SE27 9QQ	Flat	2	Assured	£100.81	£100.81		£131,400	£235,000
13464	FLAT 2 176 Adelaide Avenue	London	SE4 1JN	Flat	1	Assured	£90.39	£90.39		£117,900	£170,000
13465	FLAT 3 176 Adelaide Avenue	London	SE4 1JN	Flat	2	Assured	£110.52	£113.04		£144,100	£250,000
13463	FLAT 1 176 Adelaide Avenue	London	SE4 1JN	Flat	3	Assured	£125.95	£125.95		£164,200	£290,000
13278	59 Adelaide Avenue	London	SE4 1JY	House	5	Fair Rent	£117.00	£154.85		£206,200	£500,000
12905	16A Wickham Road	London	SE4 1PB	Flat	2	Assured	£108.77	£108.77		£141,800	£250,000
12906	16B Wickham Road	London	SE4 1PB	Flat	1	Assured	£96.15	£96.15		£125,400	£170,000
12907	16C Wickham Road	London	SE4 1PB	Flat	4	Assured	£131.28	£135.09		£171,200	£355,000
12908	16D Wickham Road	London	SE4 1PB	Flat	1	Assured	£88.79	£90.39		£115,800	£170,000
12909	16E Wickham Road	London	SE4 1PB	Flat	1	Assured	£88.79	£90.39		£115,800	£170,000
12910	16F Wickham Road	London	SE4 1PB	Flat	1	Assured	£89.20	£90.39		£116,300	£170,000
42190	Room A 22 Avon Road	London	SE4 1QQ	Room	1	Assured	£86.98	£86.98		£72,400	£95,000
42191	Room B 22 Avon Road	London	SE4 1QQ	Room	1	Assured	£86.98	£86.98		£72,400	£95,000
11820	18 Avon Road	London	SE4 1QQ	House	3	Assured	£129.45	£134.10		£175,700	£380,000
13155	2 Harcourt Road	London	SE4 2AJ	House	3	Fair Rent	£118.00	£134.10		£156,700	£380,000
13159	5 Harcourt Road	London	SE4 2AJ	House	2	Assured	£107.28	£107.28		£139,900	£250,000
17440	20 Harcourt Road	London	SE4 2AJ	House	3	Assured	£133.74	£134.10		£175,700	£380,000
46707	FLAT B 11 Sandbourne Road	London	SE4 2NP	Flat	0	Assured	£72.59	£67.54		£94,600	£150,000
46709	FLAT D 11 Sandbourne Road	London	SE4 2NP	Flat	0	Assured	£72.59	£67.54		£94,600	£150,000
46706	FLAT A 11 Sandbourne Road	London	SE4 2NP	Flat	0	Assured	£72.59	£67.54		£94,600	£150,000
46708	FLAT C 11 Sandbourne Road	London	SE4 2NP	Flat	0	Assured	£73.76	£67.54		£96,200	£150,000
10271	74A Grove Park	London	SE5 8LF	Flat	2	Fair Rent	£87.00	£110.25		£123,700	£300,000
10272	74B Grove Park	London	SE5 8LF	Flat	2	Assured	£98.05	£115.84		£138,700	£300,000
10273	74C Grove Park	London	SE5 8LF	Flat	1	Assured	£96.35	£96.35		£125,600	£250,000
12391	1 Padfield Road	London	SE5 9AA	House	4	Fair Rent	£119.50	£147.81		£173,200	£420,000
12920	3 Padfield Road	London	SE5 9AA	House	4	Fair Rent	£114.00	£147.81		£173,200	£420,000
12921	5 Padfield Road	London	SE5 9AA	House	4	Assured	£139.70	£147.81		£194,200	£420,000
10382	8A Faversham Road	London	SE6 4XF	Flat	1	Starter Tenancy	£87.51	£87.51		£114,100	£150,000
12388	2 Faversham Road	London	SE6 4XF	House	4	Assured	£132.11	£132.11		£172,300	£350,000
10383	8B Faversham Road	London	SE6 4XF	Flat	1	Starter Tenancy	£83.26	£87.51		£108,600	£150,000
10384	8C Faversham Road	London	SE6 4XF	Flat	1	Assured	£91.89	£91.89		£114,400	£150,000
11091	4 Parkhurst Road	Surrey	SM1 3RW	Flat	1	Assured	£93.92	£93.92		£95,300	£125,000
11093	8 Parkhurst Road	Surrey	SM1 3RW	Flat	1	Fair Rent	£93.92	£93.92		£89,100	£125,000
11094	10 Parkhurst Road	Surrey	SM1 3RW	Flat	1	Assured	£86.16	£86.16		£95,300	£125,000
11096	14 Parkhurst Road	Surrey	SM1 3RW	Flat	1	Assured	£91.92	£91.92		£95,300	£125,000
11090	2 Parkhurst Road	Surrey	SM1 3RW	Flat	2	Assured	£99.51	£106.82		£106,700	£140,000
11092	6 Parkhurst Road	Surrey	SM1 3RW	Flat	2	Assured	£101.86	£106.82		£106,700	£140,000
11095	12 Parkhurst Road	Surrey	SM1 3RW	Flat	2	Fair Rent	£82.75	£106.82		£92,200	£140,000
11097	16 Parkhurst Road	Surrey	SM1 3RW	Flat	2	Fair Rent	£82.75	£106.82		£92,200	£140,000
11098	18 Parkhurst Road	Surrey	SM1 3RW	House	2	Assured	£114.64	£116.77		£149,500	£205,000
11099	20 Parkhurst Road	Surrey	SM1 3RW	House	2	Assured	£116.77	£116.77		£152,300	£205,000
11100	22 Parkhurst Road	Surrey	SM1 3RW	House	2	Assured	£116.77	£116.77		£152,300	£205,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 587 Unrestricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
11101	24 Parkhurst Road	Surrey	SM1 3RW	House	2	Fair Rent	£100.28	£116.77		£111,700	£205,000
11102	26 Parkhurst Road	Surrey	SM1 3RW	House	2	Fair Rent	£100.28	£124.71		£111,700	£205,000
11103	28 Parkhurst Road	Surrey	SM1 3RW	House	2	Assured	£129.18	£129.18		£156,300	£205,000
11104	32 Parkhurst Road	Surrey	SM1 3RW	House	3	Fair Rent	£107.78	£129.18		£120,100	£225,000
11105	34 Parkhurst Road	Surrey	SM1 3RW	House	3	Fair Rent	£107.78	£129.18		£120,100	£225,000
11106	36 Parkhurst Road	Surrey	SM1 3RW	House	3	Fair Rent	£107.28	£131.16		£119,500	£225,000
11107	38 Parkhurst Road	Surrey	SM1 3RW	House	3	Fair Rent	£107.78	£129.18		£120,100	£225,000
11108	40 Parkhurst Road	Surrey	SM1 3RW	House	3	Fair Rent	£111.28	£131.16		£124,000	£225,000
11109	42 Parkhurst Road	Surrey	SM1 3RW	House	3	Fair Rent	£111.28	£129.18		£124,000	£225,000
11110	44 Parkhurst Road	Surrey	SM1 3RW	House	3	Assured	£129.18	£129.18		£168,400	£225,000
11111	46 Parkhurst Road	Surrey	SM1 3RW	House	3	Assured	£129.18	£129.18		£168,400	£225,000
11112	48 Parkhurst Road	Surrey	SM1 3RW	House	3	Fair Rent	£111.28	£129.18		£124,000	£225,000
11113	50 Parkhurst Road	Surrey	SM1 3RW	House	3	Assured	£131.16	£131.16		£171,000	£225,000
23371	4 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£102.06	£102.06		£95,300	£125,000
11066	1 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£90.22	£91.63		£95,300	£125,000
11067	2 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£91.63	£91.63		£95,300	£125,000
11069	4 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£91.63	£91.63		£95,300	£125,000
11070	5 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Fair Rent	£69.75	£91.63		£77,700	£125,000
11071	6 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Fair Rent	£91.63	£91.63		£89,100	£125,000
11073	8 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£91.63	£91.63		£95,300	£125,000
11074	9 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Fair Rent	£91.63	£91.63		£89,100	£125,000
11075	10 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Fair Rent	£91.63	£91.63		£89,100	£125,000
11077	12 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£91.63	£91.63		£95,300	£125,000
11078	1 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£91.66	£97.39		£95,300	£125,000
11080	3 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£97.39	£97.39		£95,300	£125,000
11082	5 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£94.50	£99.38		£95,300	£125,000
11084	7 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£99.38	£99.38		£95,300	£125,000
11085	8 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£97.39	£97.39		£95,300	£125,000
11086	9 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£94.50	£97.39		£95,300	£125,000
11088	11 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£94.50	£97.39		£95,300	£125,000
11089	12 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	1	Assured	£94.50	£97.39		£95,300	£125,000
11068	3 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	2	Assured	£102.05	£102.05		£106,700	£140,000
11072	7 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	2	Assured	£102.05	£102.05		£106,700	£140,000
11076	11 Dover Court Parkhurst Road	Surrey	SM1 3RZ	Flat	2	Fair Rent	£79.25	£102.05		£88,300	£140,000
11079	2 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	2	Assured	£105.32	£107.82		£106,700	£140,000
11083	6 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	2	Assured	£107.82	£107.82		£106,700	£140,000
11087	10 Hastings Court Parkhurst Road	Surrey	SM1 3RZ	Flat	2	Assured	£102.94	£107.82		£106,700	£140,000
11394	588 Streatham High Road	London	SW16 3QJ	House	3	Fair Rent	£102.38	£126.65		£123,700	£300,000
11395	590 Streatham High Road	London	SW16 3QJ	House	3	Assured	£126.65	£126.65		£165,100	£300,000
11396	592 Streatham High Road	London	SW16 3QJ	House	3	Assured	£126.65	£126.65		£165,100	£300,000
12577	20 Lyveden Road	London	SW17 9DT	House	3	Fair Rent	£110.14	£138.07		£142,300	£345,000
13070	95 Lyveden Road	London	SW17 9DT	House	2	Fair Rent	£104.22	£114.23		£123,700	£300,000
13071	99 Lyveden Road	London	SW17 9DT	House	2	Fair Rent	£104.22	£114.23		£123,700	£300,000
12901	101 Lyveden Road	London	SW17 9DT	House	3	Fair Rent	£104.10	£138.07		£142,300	£345,000
18916	16 Balfour Road	London	SW19 1JU	Flat	1	Assured	£85.91	£85.91		£112,000	£205,000
10794	16A Balfour Road	London	SW19 1JU	Flat	1	Assured	£97.22	£97.22		£126,800	£205,000
12484	1 Devonshire Road	London	SW19 2EJ	House	2	Assured	£114.97	£114.97		£161,900	£350,000
12173	3 Devonshire Road	London	SW19 2EJ	House	2	Assured	£110.95	£113.73		£161,900	£350,000
12504	7 Devonshire Road	London	SW19 2EJ	House	2	Assured	£114.97	£114.97		£161,900	£350,000
12537	11 Devonshire Road	London	SW19 2EJ	House	2	Assured	£114.97	£114.97		£161,900	£350,000
12681	13 Devonshire Road	London	SW19 2EJ	House	2	Fair Rent	£99.70	£116.97		£144,400	£350,000
12549	15 Devonshire Road	London	SW19 2EJ	House	2	Assured	£114.97	£114.97		£161,900	£350,000
12742	14 Meadow Road	London	SW19 2ND	House	2	Fair Rent	£121.20	£133.60		£144,400	£350,000
12174	6 Mill Road	London	SW19 2NE	House	3	Fair Rent	£123.13	£140.78		£165,000	£400,000
21850	25 Willmore End	London	SW19 3DE	House	2	Assured	£107.48	£107.48		£140,100	£260,000
18707	314A Brixton Road	London	SW9 6AA	Flat	1	Assured	£92.05	£96.35		£120,000	£170,000
18708	314B Brixton Road	London	SW9 6AA	Flat	1	Starter Tenancy	£96.35	£96.35		£125,600	£170,000
18709	314C Brixton Road	London	SW9 6AA	Flat	2		£108.77	£108.77		£141,800	£205,000
18710	314D Brixton Road	London	SW9 6AA	Flat	2		£99.92	£110.75		£130,300	£205,000
18189	9 Shamon Grove	London	SW9 8BY	House	3	Assured	£133.74	£134.10		£240,500	£520,000
8130	32 Goddens Gill	East Sussex	TN31 6QE	House	2	Assured	£91.78	£91.13		£119,700	£180,000
8125	68 Coronation Gardens	East Sussex	TN33 0DW	House	2	Assured	£97.61	£93.06		£106,700	£140,000
8129	70 Coronation Gardens	East Sussex	TN33 0DW	House	2	Assured	£97.21	£90.58		£106,700	£140,000
25272	90 Linley Drive	East Sussex	TN34 2DB	House	3	Assured	£101.37	£90.21		£95,300	£125,000
26352	36 Brookland Close	East Sussex	TN34 2DF	House	3	Assured	£122.59	£90.21		£95,300	£125,000
8132	1 High Fords	East Sussex	TN36 4BX	House	3	Assured	£113.87	£107.83		£148,500	£200,000
26425	1 Badgers Court Chapel Park Road	East Sussex	TN37 6JB	House	5	Assured	£136.72	£112.30		£141,100	£185,000
26426	2 Badgers Court Chapel Park Road	East Sussex	TN37 6JB	House	5	Assured	£136.72	£112.30		£141,100	£185,000
26427	3 Badgers Court Chapel Park Road	East Sussex	TN37 6JB	House	5	Assured	£136.72	£112.30		£141,100	£185,000
26973	14B Cloudesley Road	East Sussex	TN37 6JW	House	5	Assured	£124.97	£112.30		£141,100	£185,000
26974	15A Cloudesley Road	East Sussex	TN37 6JW	House	5	Assured	£124.97	£112.30		£141,100	£185,000
26972	14A Cloudesley Road	East Sussex	TN37 6JW	House	6	Assured	£133.03	£120.89		£156,300	£205,000
26975	15B Cloudesley Road	East Sussex	TN37 6JW	House	6	Assured	£133.03	£120.89		£156,300	£205,000
26382	13 Alexandra Road	East Sussex	TN37 6LD	House	4	Assured	£118.00	£95.77		£122,000	£160,000
26357	96 Alexandra Road	East Sussex	TN37 6LE	House	5	Assured	£133.22	£112.30		£141,100	£185,000
26353	1 Shepherd Court Shepherd Street	East Sussex	TN38 0ET	House	5	Assured	£136.72	£112.30		£160,100	£210,000
26354	2 Shepherd Court Shepherd Street	East Sussex	TN38 0ET	House	3	Assured	£119.30	£94.52		£122,000	£160,000
26355	3 Shepherd Court Shepherd Street	East Sussex	TN38 0ET	House	5	Assured	£136.72	£112.30		£160,100	£210,000
26356	4 Shepherd Court Shepherd Street	East Sussex	TN38 0ET	House	5	Assured	£136.72	£112.30		£160,100	£210,000
26376	76 Kenilworth Road	East Sussex	TN38 0JG	House	3	Assured	£108.70	£95.77		£122,000	£160,000
24776	27 Sydney Close	East Sussex	TN38 9DD	House	4	Assured	£110.28	£95.77		£114,400	£150,000
25389	46 Howlett Close	East Sussex	TN38 9QR	House	3	Assured	£102.88	£90.21		£102,900	£135,000
25453	46 Parsons Close	East Sussex	TN38 9QT	House	3	Assured	£102.15	£90.21		£102,900	£135,000
8118	176 London Road	East Sussex	TN39 4AA	House	2	Assured	£89.25	£86.83		£110,600	£145,000
8123	10 Buxton Drive	East Sussex	TN39 4BD	House	2	Assured	£97.54	£86.83		£110,600	£145,000
8116	12 Buxton Drive	East Sussex	TN39 4BD	House	2	Assured	£96.74	£86.83		£110,600	£145,000
7974	3 Meadow Crescent	East Sussex	TN39 5AR	House	3	Preserved Assured	£113.15	£97.77		£114,400	£150,000
7896	10 Crowhurst Lane	East Sussex	TN39 5AS	House	3		£114.25	£100.33		£114,400	£150,000
7988	20 Crowhurst Lane	East Sussex	TN39 5AS	House	3	Preserved Assured	£110.03	£100.33		£114,400	£150,000
8127	27 Cumberland Road	East Sussex	TN39 5BU	House	2		£95.30	£89.01		£87,700	£115,000
8131	5 Paton Road	East Sussex	TN39 5DJ	House	2	Assured	£96.53	£89.01		£87,700	£115,000
8126	4 Ashby Close	East Sussex	TN39 5DU	House	2	Assured	£98.62	£89.01		£87,700	£115,000
8143	13 Bayencourt North	East Sussex	TN40 2AJ	House	3	Assured	£112.97	£96.16		£129,600	£170,000
8142	14 Bayencourt North	East Sussex	TN40 2AJ	House	4	Assured	£130.39	£106.02		£137,200	£180,000
8104	8 Bending Crescent	East Sussex	TN40 2AL	House	2	Assured	£87.89	£86.83		£106,700	£140,000
7893	9 Paddock Close	East Sussex	TN40 2EG	House	3	Preserved Assured	£106.43	£99.37		£129,600	£170,000
7894	13 Dallington Close	East Sussex	TN40 2SU	House	3		£100.47	£100.47		£129,600	£170,000
7895	18 Dallington Close	East Sussex	TN40 2SU	House	3	Assured	£107.51	£103.21		£129,600	£170,000
12515	3/5A Auckland Hill	London	SE27 9PF	Flat	2	Assured	£69.50	£102.80		£108,700	£235,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 587 Unrestricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
12516	3/5B Auckland Hill	London	SE27 9PF	Flat	2	Assured	£102.80	£102.80		£134,000	£235,000
12517	3/5C Auckland Hill	London	SE27 9PF	Flat	3	Assured	£83.50	£118.70		£122,600	£265,000
18297	1 Abbeyfield Close	Surrey	CR4 3ZP	House	2	Assured	£110.25	£110.25		£143,800	£200,000
18298	3 Abbeyfield Close	Surrey	CR4 3ZP	House	2	Assured	£110.25	£110.25		£143,800	£200,000
18299	5 Abbeyfield Close	Surrey	CR4 3ZP	House	2	Assured	£110.25	£110.25		£143,800	£200,000
18300	7 Abbeyfield Close	Surrey	CR4 3ZP	House	2	Assured	£110.25	£110.25		£143,800	£200,000
18301	9 Abbeyfield Close	Surrey	CR4 3ZP	House	2	Assured	£108.00	£110.25		£140,800	£200,000
13253	FLAT A 12 Sandrock Road	London	SE13 7TR	Flat	2	Assured	£104.29	£104.29		£133,400	£175,000
13254	FLAT B 12 Sandrock Road	London	SE13 7TR	Flat	1	Assured	£89.89	£89.89		£114,400	£150,000
12406	FLAT A 99 Devonshire Road	London	SE23 3LX	Flat	2	Fair Rent	£66.00	£115.02		£92,800	£225,000
12407	FLAT B 99 Devonshire Road	London	SE23 3LX	Flat	1	Assured	£92.87	£92.87		£121,100	£180,000
12561	FLAT A 128 Devonshire Road	London	SE23 3SZ	Flat	2	Assured	£109.26	£109.26		£142,500	£225,000
12562	FLAT B 128 Devonshire Road	London	SE23 3SZ	Flat	3	Fair Rent	£71.50	£120.69		£115,500	£280,000
22836	2A Auckland Hill	London	SE27 9PH	Flat	2	Assured	£80.93	£81.64		£108,700	£235,000
22837	2B Auckland Hill	London	SE27 9PH	Flat	2	Assured	£80.93	£81.64		£108,700	£235,000
25186	10 Wishing Tree Road North	East Sussex	TN38 9QA	House	3	Assured	£102.78	£90.21		£102,900	£135,000
25563	6 Frewyn Close	East Sussex	TN38 9RG	House	3	Assured	£103.39	£90.21		£102,900	£135,000
11007	FLAT 1 Middleton Court	Kent	BR1 3JZ	FLAT	2	Assured	£111.30	£111.30		£145,100	£220,000
11008	FLAT 2 Middleton Court	Kent	BR1 3JZ	FLAT	2	Assured	£100.70	£105.53		£131,300	£220,000
11009	FLAT 3 Middleton Court	Kent	BR1 3JZ	FLAT	1	Assured	£101.86	£101.86		£132,800	£180,000
11010	FLAT 4 Middleton Court	Kent	BR1 3JZ	FLAT	1	Fair Rent	£85.98	£99.88		£95,800	£180,000
11011	FLAT 5 Middleton Court	Kent	BR1 3JZ	FLAT	2	Fair Rent	£103.48	£105.53		£115,300	£220,000
11012	FLAT 6 Middleton Court	Kent	BR1 3JZ	FLAT	2	Fair Rent	£97.48	£111.30		£108,600	£220,000
11013	FLAT 7 Middleton Court	Kent	BR1 3JZ	FLAT	2	Assured	£100.70	£111.30		£131,300	£220,000
11014	FLAT 8 Middleton Court	Kent	BR1 3JZ	FLAT	2	Assured	£111.30	£111.30		£145,100	£220,000
11015	FLAT 9 Middleton Court	Kent	BR1 3JZ	FLAT	1	Assured	£90.65	£101.86		£118,200	£180,000
11016	FLAT 10 Middleton Court	Kent	BR1 3JZ	FLAT	1	Assured	£93.85	£99.88		£122,400	£180,000
11017	FLAT 11 Middleton Court	Kent	BR1 3JZ	FLAT	2	Fair Rent	£103.48	£107.52		£115,300	£220,000
11018	FLAT 12 Middleton Court	Kent	BR1 3JZ	FLAT	2	Fair Rent	£103.48	£111.30		£115,300	£220,000
11019	FLAT 13 Middleton Court	Kent	BR1 3JZ	FLAT	2	Assured	£105.53	£105.53		£137,600	£220,000
11020	FLAT 14 Middleton Court	Kent	BR1 3JZ	FLAT	2	Assured	£100.70	£113.29		£131,300	£220,000
11021	FLAT 15 Middleton Court	Kent	BR1 3JZ	FLAT	1	Fair Rent	£85.98	£94.11		£95,800	£180,000
11022	FLAT 16 Middleton Court	Kent	BR1 3JZ	FLAT	1	Assured	£93.85	£101.86		£122,400	£180,000
11023	FLAT 17 Middleton Court	Kent	BR1 3JZ	FLAT	2	Assured	£107.71	£113.29		£140,400	£220,000
11024	FLAT 18 Middleton Court	Kent	BR1 3JZ	FLAT	2	Fair Rent	£103.48	£111.30		£115,300	£220,000
36662	1 Hawkins Close	Kent	ME10 2PR	HOUSE	3	Assured	£98.30	£98.30		£114,400	£150,000
36663	2 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£87.13	£87.13		£87,700	£115,000
36664	3 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£88.07	£87.13		£87,700	£115,000
36665	4 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£88.07	£87.13		£87,700	£115,000
36666	5 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£87.13	£87.13		£87,700	£115,000
36667	6 Hawkins Close	Kent	ME10 2PR	HOUSE	3	Assured	£97.18	£97.00		£114,400	£150,000
36668	7 Hawkins Close	Kent	ME10 2PR	HOUSE	3	Assured	£97.18	£97.00		£114,400	£150,000
36669	8 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£87.82	£87.13		£87,700	£115,000
36670	9 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£87.13	£87.13		£87,700	£115,000
36671	10 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£88.07	£87.13		£87,700	£115,000
36672	11 Hawkins Close	Kent	ME10 2PR	HOUSE	3	Assured	£97.18	£97.00		£114,400	£150,000
36673	12 Hawkins Close	Kent	ME10 2PR	HOUSE	3	Assured	£98.30	£98.30		£114,400	£150,000
36678	17 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£89.90	£89.70		£87,700	£115,000
36679	18 Hawkins Close	Kent	ME10 2PR	HOUSE	3	Assured	£97.18	£97.00		£114,400	£150,000
36680	19 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£88.07	£87.13		£87,700	£115,000
36681	20 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£87.13	£87.13		£87,700	£115,000
36682	21 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£88.68	£87.13		£87,700	£115,000
36683	22 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£88.07	£87.13		£87,700	£115,000
36684	23 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£87.13	£87.13		£87,700	£115,000
36685	24 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£88.07	£87.13		£87,700	£115,000
36686	13 Hawkins Close	Kent	ME10 2PR	HOUSE	3	Assured	£97.18	£97.00		£114,400	£150,000
36687	14 Hawkins Close	Kent	ME10 2PR	HOUSE	3	Assured	£97.18	£97.00		£114,400	£150,000
36688	15 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£87.13	£87.13		£87,700	£115,000
36689	16 Hawkins Close	Kent	ME10 2PR	HOUSE	2	Assured	£87.82	£87.13		£87,700	£115,000
43163	FLAT 1 Edinburgh Court	Greater London	SE16 5SL	FLAT	1	Assured	£99.31	£100.48		£129,500	£180,000
43328	FLAT 2 Edinburgh Court	Greater London	SE16 5SL	FLAT	4	Assured	£136.00	£139.16		£177,300	£310,000
43329	FLAT 3 Edinburgh Court	Greater London	SE16 5SL	FLAT	3	Assured	£125.64	£127.14		£163,800	£245,000
43330	FLAT 4 Edinburgh Court	Greater London	SE16 5SL	FLAT	3	Assured	£124.60	£127.14		£162,500	£245,000
43331	FLAT 5 Edinburgh Court	Greater London	SE16 5SL	FLAT	1	Assured	£97.09	£100.48		£126,600	£180,000
43332	FLAT 6 Edinburgh Court	Greater London	SE16 5SL	FLAT	1	Assured	£96.72	£100.48		£126,100	£180,000
43333	FLAT 7 Edinburgh Court	Greater London	SE16 5SL	FLAT	1	Assured	£97.09	£100.48		£126,600	£180,000
43334	FLAT 8 Edinburgh Court	Greater London	SE16 5SL	FLAT	1	Assured	£97.09	£100.48		£126,600	£180,000
43335	FLAT 9 Edinburgh Court	Greater London	SE16 5SL	FLAT	1	Assured	£97.09	£100.48		£126,600	£180,000
43336	FLAT 10 Edinburgh Court	Greater London	SE16 5SL	FLAT	1	Assured	£97.09	£100.48		£126,600	£180,000
43337	FLAT 11 Edinburgh Court	Greater London	SE16 5SL	FLAT	1	Assured	£97.98	£100.48		£127,800	£180,000
43338	FLAT 12 Edinburgh Court	Greater London	SE16 5SL	FLAT	2	Assured	£105.32	£115.10		£137,300	£215,000
43339	FLAT 13 Edinburgh Court	Greater London	SE16 5SL	FLAT	2	Assured	£115.10	£115.10		£150,100	£215,000
43340	FLAT 14 Edinburgh Court	Greater London	SE16 5SL	FLAT	2	Assured	£105.85	£115.10		£138,000	£215,000
43341	FLAT 15 Edinburgh Court	Greater London	SE16 5SL	FLAT	2	Assured	£115.10	£115.10		£150,100	£215,000
43342	FLAT 16 Edinburgh Court	Greater London	SE16 5SL	FLAT	2	Assured	£108.84	£115.10		£141,900	£215,000
43343	FLAT 17 Edinburgh Court	Greater London	SE16 5SL	FLAT	1	Assured	£96.20	£100.48		£125,400	£180,000
43344	FLAT 18 Edinburgh Court	Greater London	SE16 5SL	FLAT	2	Assured	£106.70	£115.10		£139,100	£215,000
43345	FLAT 19 Edinburgh Court	Greater London	SE16 5SL	FLAT	2	Assured	£113.20	£115.10		£147,600	£215,000
43346	FLAT 20 Edinburgh Court	Greater London	SE16 5SL	FLAT	2	Assured	£104.17	£115.10		£135,800	£215,000
43347	FLAT 21 Edinburgh Court	Greater London	SE16 5SL	FLAT	2	Assured	£105.94	£115.10		£138,100	£215,000
43411	FLAT 1 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£121.43	£121.43		£158,300	£215,000
43412	FLAT 2 Falkirk Court	Greater London	SE16 5SN	FLAT	3	Assured	£119.63	£128.59		£156,000	£245,000
43413	FLAT 3 Falkirk Court	Greater London	SE16 5SN	FLAT	3	Assured	£119.63	£128.59		£156,000	£245,000
43414	FLAT 4 Falkirk Court	Greater London	SE16 5SN	FLAT	3	Assured	£119.63	£128.59		£156,000	£245,000
43415	FLAT 5 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£109.23	£121.43		£142,400	£215,000
43417	FLAT 7 Falkirk Court	Greater London	SE16 5SN	FLAT	1	Assured	£95.36	£95.36		£124,300	£180,000
43418	FLAT 8 Falkirk Court	Greater London	SE16 5SN	FLAT	1	Assured	£90.82	£105.98		£118,400	£180,000
43419	FLAT 9 Falkirk Court	Greater London	SE16 5SN	FLAT	1	Assured	£99.31	£105.98		£129,500	£180,000
43420	FLAT 10 Falkirk Court	Greater London	SE16 5SN	FLAT	1	Assured	£92.80	£105.98		£121,000	£180,000
43421	FLAT 11 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£109.26	£109.26		£142,500	£215,000
43422	FLAT 12 Falkirk Court	Greater London	SE16 5SN	FLAT	1	Assured	£95.36	£95.36		£124,300	£180,000
43423	FLAT 13 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£102.29	£121.43		£133,400	£215,000
43424	FLAT 14 Falkirk Court	Greater London	SE16 5SN	FLAT	1	Assured	£92.65	£105.98		£120,800	£180,000
43425	FLAT 15 Falkirk Court	Greater London	SE16 5SN	FLAT	1	Assured	£93.15	£105.98		£121,500	£180,000
43426	FLAT 16 Falkirk Court	Greater London	SE16 5SN	FLAT	1	Assured	£105.98	£105.98		£137,200	£180,000
43427	FLAT 17 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£103.80	£121.43		£135,300	£215,000
43428	FLAT 18 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£101.91	£121.43		£132,900	£215,000
43429	FLAT 19 Falkirk Court	Greater London	SE16 5SN	FLAT	3	Assured	£112.39	£128.59		£146,500	£245,000
43430	FLAT 20 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£109.26	£109.26		£142,500	£215,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 587 Unrestricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
43431	FLAT 21 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£102.29	£109.26		£133,400	£215,000
43432	FLAT 22 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£109.26	£109.26		£142,500	£215,000
43433	FLAT 23 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£109.26	£109.26		£142,500	£215,000
43434	FLAT 24 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£101.91	£121.43		£132,900	£215,000
43435	FLAT 25 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£109.26	£109.26		£142,500	£215,000
43436	FLAT 26 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£109.26	£109.26		£142,500	£215,000
43437	FLAT 27 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£102.29	£121.43		£133,400	£215,000
43438	FLAT 28 Falkirk Court	Greater London	SE16 5SN	FLAT	3	Assured	£115.72	£115.72		£150,900	£245,000
43439	FLAT 29 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£102.29	£121.43		£133,400	£215,000
43440	FLAT 30 Falkirk Court	Greater London	SE16 5SN	FLAT	2	Assured	£103.80	£121.43		£135,300	£215,000
43647	FLAT 1 Gwent Court	Greater London	SE16 5SW	FLAT	2	Assured	£106.83	£109.26		£139,300	£215,000
43648	FLAT 7 Gwent Court	Greater London	SE16 5SW	FLAT	0	Assured	£88.90	£88.90		£110,600	£145,000
43649	FLAT 8 Gwent Court	Greater London	SE16 5SW	FLAT	1	Assured	£88.57	£95.36		£115,500	£180,000
43650	FLAT 9 Gwent Court	Greater London	SE16 5SW	FLAT	1	Assured	£95.36	£95.36		£124,300	£180,000
43651	FLAT 10 Gwent Court	Greater London	SE16 5SW	FLAT	1	Assured	£95.36	£95.36		£124,300	£180,000
43652	FLAT 11 Gwent Court	Greater London	SE16 5SW	FLAT	1	Assured	£95.36	£95.36		£124,300	£180,000
43653	FLAT 12 Gwent Court	Greater London	SE16 5SW	FLAT	1	Assured	£100.92	£100.92		£131,600	£180,000
43654	FLAT 13 Gwent Court	Greater London	SE16 5SW	FLAT	1	Assured	£95.36	£95.36		£124,300	£215,000
43655	FLAT 14 Gwent Court	Greater London	SE16 5SW	FLAT	1	Assured	£92.46	£95.36		£120,600	£180,000
46035	FLAT 15 Gwent Court	Greater London	SE16 5SW	FLAT	0	Assured	£99.90	£99.90		£110,600	£145,000
43657	FLAT 16 Gwent Court	Greater London	SE16 5SW	FLAT	2	Assured	£108.84	£109.26		£141,900	£215,000
43658	FLAT 17 Gwent Court	Greater London	SE16 5SW	FLAT	2	Assured	£95.99	£109.26		£125,200	£215,000
43659	FLAT 18 Gwent Court	Greater London	SE16 5SW	FLAT	2	Assured	£115.02	£115.02		£150,000	£215,000
43660	FLAT 19 Gwent Court	Greater London	SE16 5SW	FLAT	3	Assured	£110.57	£120.69		£144,200	£245,000
43661	FLAT 20 Gwent Court	Greater London	SE16 5SW	FLAT	2	Assured	£107.09	£109.26		£139,600	£215,000
43662	FLAT 21 Gwent Court	Greater London	SE16 5SW	FLAT	2	Assured	£109.26	£109.26		£142,500	£215,000
43663	FLAT 22 Gwent Court	Greater London	SE16 5SW	FLAT	1	Assured	£95.36	£95.36		£124,300	£180,000
43664	FLAT 23 Gwent Court	Greater London	SE16 5SW	FLAT	3	Assured	£120.69	£120.69		£157,400	£245,000
43665	FLAT 24 Gwent Court	Greater London	SE16 5SW	FLAT	2	Assured	£109.26	£109.26		£142,500	£215,000
43666	FLAT 25 Gwent Court	Greater London	SE16 5SW	FLAT	2	Assured	£102.68	£109.26		£133,900	£215,000
43667	FLAT 26 Gwent Court	Greater London	SE16 5SW	FLAT	2	Assured	£109.27	£109.27		£142,500	£215,000
43825	FLAT 6 Falkirk Court	Greater London	SE16 5SN	FLAT	3	Assured	£115.72	£115.72		£150,900	£245,000
44224	1 Bylands Close	Greater London	SE16 5SS	HOUSE	3	Assured	£133.03	£133.74		£173,500	£340,000
44225	2 Bylands Close	Greater London	SE16 5SS	HOUSE	3	Assured	£133.03	£133.74		£173,500	£340,000
44226	3 Bylands Close	Greater London	SE16 5SS	HOUSE	3	Assured	£133.03	£133.74		£173,500	£340,000
44227	4 Bylands Close	Greater London	SE16 5SS	HOUSE	3	Assured	£133.03	£133.74		£173,500	£340,000
44285	2 Bury Close	Greater London	SE16 5SR	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44288	1 Bury Close	Greater London	SE16 5SR	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44290	3 Bury Close	Greater London	SE16 5SR	HOUSE	2	Assured	£115.53	£121.68		£150,600	£290,000
44291	4 Bury Close	Greater London	SE16 5SR	HOUSE	3	Assured	£128.14	£128.14		£167,100	£340,000
44292	5 Bury Close	Greater London	SE16 5SR	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44293	7 Bury Close	Greater London	SE16 5SR	HOUSE	2	Assured	£115.53	£126.70		£150,600	£290,000
44294	6 Bury Close	Greater London	SE16 5SR	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44295	9 Bury Close	Greater London	SE16 5SR	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44296	8 Bury Close	Greater London	SE16 5SR	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44297	11 Bury Close	Greater London	SE16 5SR	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44298	12 Bury Close	Greater London	SE16 5SR	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44299	13 Bury Close	Greater London	SE16 5SR	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44300	15 Bury Close	Greater London	SE16 5SR	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44301	10 Bury Close	Greater London	SE16 5SR	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44302	14 Bury Close	Greater London	SE16 5SR	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44307	2 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44308	3 Burnside Close	Greater London	SE16 5SP	HOUSE	2	Assured	£121.68	£121.68		£158,700	£290,000
44309	4 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44310	5 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44311	6 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44312	7 Burnside Close	Greater London	SE16 5SP	HOUSE	2	Assured	£115.53	£121.68		£150,600	£290,000
44313	8 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44314	9 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44315	10 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44316	11 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.74	£140.78		£185,000	£400,000
44317	12 Burnside Close	Greater London	SE16 5SP	HOUSE	2	Assured	£115.53	£121.68		£150,600	£290,000
44318	13 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44319	14 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44323	15 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44324	16 Burnside Close	Greater London	SE16 5SP	HOUSE	2	Assured	£115.53	£121.68		£150,600	£290,000
44325	17 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44328	20 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44329	21 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44330	22 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44331	23 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44332	24 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44333	25 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44334	26 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.78	£140.78		£185,000	£400,000
44335	28 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44336	29 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44337	30 Burnside Close	Greater London	SE16 5SP	HOUSE	3	Assured	£133.74	£133.74		£174,400	£340,000
44338	31 Burnside Close	Greater London	SE16 5SP	HOUSE	2	Assured	£121.68	£121.68		£158,700	£290,000
44339	32 Burnside Close	Greater London	SE16 5SP	HOUSE	2	Assured	£115.53	£121.68		£150,600	£290,000
44340	33 Burnside Close	Greater London	SE16 5SP	HOUSE	2	Assured	£121.68	£121.68		£158,700	£290,000
44342	35 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.74	£140.78		£185,000	£400,000
44397	27 Burnside Close	Greater London	SE16 5SP	HOUSE	4	Assured	£140.78	£140.78		£183,600	£340,000
10635	42A Cintra Park	Greater London	SE19 2LQ	Flat	2	Assured	£96.84	£96.84		£126,300	£195,000
10636	42B Cintra Park	Greater London	SE19 2LQ	Flat	2	Starter Tenancy	£96.84	£96.84		£126,300	£195,000
10637	42C Cintra Park	Greater London	SE19 2LQ	Flat	2	Assured	£96.84	£96.84		£126,300	£195,000
10638	44A Cintra Park	Greater London	SE19 2LQ	Flat	2	Assured	£96.84	£96.84		£126,300	£195,000
10639	44B Cintra Park	Greater London	SE19 2LQ	Flat	1	Assured	£85.41	£85.41		£111,400	£150,000
10640	44C Cintra Park	Greater London	SE19 2LQ	Flat	3	Assured	£114.02	£114.02		£148,700	£240,000
254RO	254 Rotherhithe Street	Greater London	SE16 5RN	HOUSE	3	Assured	£133.74	£135.59		£174,400	£340,000
256RO	256 Rotherhithe Street	Greater London	SE16 5RN	HOUSE	3	Assured	£127.34	£135.59		£166,000	£340,000
258RO	258 Rotherhithe Street	Greater London	SE16 5RN	HOUSE	3	Assured	£133.74	£135.59		£174,400	£340,000
260RO	260 Rotherhithe Street	Greater London	SE16 5RN	HOUSE	3	Assured	£133.74	£135.59		£174,400	£340,000
										£75,240,000	£122,845,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 594 Restricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
30766	39A East Street	Kent	CT1 1EE	BUNGALOW	2	Assured	£93.59	£93.59	£62,400		£160,000
30767	39B East Street	Kent	CT1 1EE	BUNGALOW	2	Assured	£93.59	£93.59	£62,400		£160,000
30768	28 Shelley Avenue	Kent	CT1 1EG	BUNGALOW	1	Assured	£82.42	£82.42	£50,700		£130,000
30769	30 Shelley Avenue	Kent	CT1 1EG	BUNGALOW	1	Assured	£82.42	£82.42	£50,700		£130,000
30714	1 Hoystings Close	Kent	CT1 3DG	BUNGALOW	3	Assured	£115.10	£115.10	£77,600		£235,000
30715	2 Hoystings Close	Kent	CT1 3DG	House	2	Assured	£103.92	£103.92	£70,000		£185,000
30716	3 Hoystings Close	Kent	CT1 3DG	House	2	Assured	£103.92	£103.92	£70,000		£185,000
30717	4 Hoystings Close	Kent	CT1 3DG	House	2	Assured	£103.92	£103.92	£70,000		£185,000
30718	5 Hoystings Close	Kent	CT1 3DG	House	2	Assured	£103.92	£103.92	£70,000		£185,000
30719	6 Hoystings Close	Kent	CT1 3DG	Flat	2	Assured	£91.00	£91.00	£60,400		£155,000
30720	7 Hoystings Close	Kent	CT1 3DG	Flat	1	Assured	£82.42	£82.42	£46,800		£120,000
30721	8 Hoystings Close	Kent	CT1 3DG	Flat	2	Assured	£91.00	£91.00	£60,400		£155,000
30722	9 Hoystings Close	Kent	CT1 3DG	Flat	1	Assured	£82.42	£82.42	£46,800		£120,000
30723	10 Hoystings Close	Kent	CT1 3DG	Flat	2	Assured	£88.42	£88.42	£59,600		£155,000
30724	11 Hoystings Close	Kent	CT1 3DG	House	3	Assured	£115.10	£115.10	£77,600		£220,000
30725	12 Hoystings Close	Kent	CT1 3DG	House	3	Assured	£115.10	£115.10	£77,600		£220,000
30726	13 Hoystings Close	Kent	CT1 3DG	House	3	Assured	£115.10	£115.10	£77,600		£220,000
30727	14 Hoystings Close	Kent	CT1 3DG	House	3	Assured	£115.10	£115.10	£77,600		£220,000
30728	15 Hoystings Close	Kent	CT1 3DG	House	2	Assured	£103.92	£103.92	£70,000		£185,000
30729	16 Hoystings Close	Kent	CT1 3DG	House	3	Assured	£115.10	£115.10	£77,600		£220,000
30730	17 Hoystings Close	Kent	CT1 3DG	House	4	Assured	£126.26	£126.26	£85,100		£245,000
30731	18 Hoystings Close	Kent	CT1 3DG	House	4	Assured	£126.26	£126.26	£85,100		£245,000
30732	19 Hoystings Close	Kent	CT1 3DG	House	4	Assured	£126.26	£126.26	£85,100		£245,000
31009	98A Godwin Road	Kent	CT1 3UF	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31010	98B Godwin Road	Kent	CT1 3UF	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31011	98C Godwin Road	Kent	CT1 3UF	House	2	Assured	£100.53	£101.34	£50,700		£130,000
31012	98D Godwin Road	Kent	CT1 3UF	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31003	23 Godwin Road	Kent	CT1 3UG	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31004	23A Godwin Road	Kent	CT1 3UG	House	2	Assured	£110.21	£111.68	£50,700		£130,000
31005	25 Godwin Road	Kent	CT1 3UG	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31006	25A Godwin Road	Kent	CT1 3UG	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31007	41A Godwin Road	Kent	CT1 3UG	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31008	41B Godwin Road	Kent	CT1 3UG	House	2	Assured	£101.34	£101.34	£50,700		£130,000
30994	16A Alfred Close	Kent	CT1 3UL	House	2	Assured	£101.34	£101.34	£50,700		£130,000
30995	16B Alfred Close	Kent	CT1 3UL	House	2	Assured	£101.34	£101.34	£50,700		£130,000
30996	16C Alfred Close	Kent	CT1 3UL	House	2	Assured	£101.34	£101.34	£50,700		£130,000
30997	25A Alfred Close	Kent	CT1 3UL	House	2	Assured	£101.34	£101.34	£50,700		£130,000
30998	25B Alfred Close	Kent	CT1 3UL	House	2	Assured	£101.34	£101.34	£50,700		£130,000
30999	25C Alfred Close	Kent	CT1 3UL	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31000	32A Alfred Close	Kent	CT1 3UL	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31001	32B Alfred Close	Kent	CT1 3UL	House	2	Assured	£101.34	£101.34	£50,700		£130,000
31002	32C Alfred Close	Kent	CT1 3UL	House	2	Assured	£101.34	£101.34	£50,700		£130,000
30990	99A Strangers Lane	Kent	CT1 3XN	House	2	Assured	£101.34	£101.34	£50,700		£130,000
30991	99B Strangers Lane	Kent	CT1 3XN	House	2	Assured	£101.34	£101.34	£50,700		£130,000
30992	99C Strangers Lane	Kent	CT1 3XN	House	2	Assured	£101.34	£101.34	£50,700		£130,000
37055	15B Victoria Street	Kent	ME7 1ED	House	2	Assured	£86.10	£84.54	£33,100		£85,000
37053	3 Victoria Street	Kent	ME7 1ED	House	2	Assured	£86.10	£84.54	£33,100		£85,000
37054	15A Victoria Street	Kent	ME7 1ED	House	2	Assured	£84.54	£84.54	£33,100		£85,000
15487	4 Greensand Close	Surrey	RH1 3NN	BUNGALOW	2	Assured	£106.50	£110.42	£71,800		£190,000
15488	5 Greensand Close	Surrey	RH1 3NN	BUNGALOW	2	Assured	£106.50	£110.42	£71,800		£190,000
15489	6 Greensand Close	Surrey	RH1 3NN	BUNGALOW	2	Assured	£106.50	£110.42	£71,800		£190,000
15490	7 Greensand Close	Surrey	RH1 3NN	BUNGALOW	2	Assured	£106.50	£110.42	£71,800		£190,000
15491	8 Greensand Close	Surrey	RH1 3NN	BUNGALOW	2	Assured	£106.50	£110.42	£71,800		£190,000
21581	2 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£91.49	£92.87	£61,700		£190,000
21582	3 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21584	5 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21585	6 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21586	8 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	3	Assured	£92.52	£115.72	£62,400		£250,000
21587	9 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21588	10 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	0	Assured	£83.88	£86.41	£56,500		£150,000
21589	11 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21590	12 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£82.14	£104.54	£55,400		£215,000
21591	13 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21592	14 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21594	16 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£95.86	£104.54	£64,600		£215,000
21595	17 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21596	18 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21597	19 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£89.35	£92.87	£60,200		£190,000
21598	20 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21599	21 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21600	22 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21601	23 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£82.14	£92.87	£55,400		£190,000
21602	24 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21603	25 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21604	26 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21605	27 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21607	29 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21609	31 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Fair rent	£71.63	£104.54	£44,000		£215,000
21610	32 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21611	33 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£82.14	£92.87	£55,400		£190,000
21612	35 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21613	36 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
19164	36A Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
19165	36B Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21614	37 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21615	39 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21616	40 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21617	41 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21543	1 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21544	3 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21545	4 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21546	5 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21547	6 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21549	8 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21550	9 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21551	10 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21552	11 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£85.26	£104.54	£57,500		£215,000
21557	16 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£96.95	£104.54	£65,300		£215,000
21558	17 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 594 Restricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
21559	18 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£86.96	£104.54	£58,600		£215,000
21560	19 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21561	20 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21563	22 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21564	23 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21566	25 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21567	26 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21568	27 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21569	28 Temple Court Allen Edwards Drive	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21570	29 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21571	30 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21574	33 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21575	34 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21577	36 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21578	37 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21472	3 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	1	Assured	£98.09	£98.09	£66,100		£190,000
21473	4 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21474	5 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21475	6 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	Assured	£92.52	£115.72	£62,400		£250,000
21476	7 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	1	Starter	£92.87	£92.87	£62,600		£190,000
21477	9 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	0	Assured	£78.96	£78.96	£53,200		£150,000
21478	10 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21479	11 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21481	13 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21482	14 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21483	15 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21484	16 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
19284	16A Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21485	17 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21486	18 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21487	19 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21488	20 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21489	21 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21491	26 Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21493	29 Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21494	30 Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21495	31 Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21496	32 Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	1	Assured	£88.78	£92.87	£59,800		£190,000
21497	33 Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21498	34 Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
19283	34A Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	2	Assured	£94.83	£104.54	£63,900		£215,000
19282	34B Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	2	Assured	£104.10	£104.54	£70,200		£215,000
21500	36 Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21501	38 Sheldon Court Thorncroft Street	London	SW8 2BE	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21193	1 Abbot Court Camellia Street	London	SW8 2BH	Flat	0	Assured	£78.96	£78.96	£53,200		£150,000
21194	2 Abbot Court Camellia Street	London	SW8 2BH	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21195	3 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21196	4 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21197	7 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21198	8 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21199	9 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21200	10 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	Assured	£86.48	£104.54	£58,300		£215,000
21201	11 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	Assured	£95.26	£104.54	£64,200		£215,000
21202	12 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21203	13 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	0	Assured	£78.96	£78.96	£53,200		£150,000
21205	15 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21206	16 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21209	20 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21210	21 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
19241	21A Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21211	22 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21213	24 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21214	25 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21219	31 Abbot Court Thorncroft Street	London	SW8 2BH	Flat	1	Starter	£92.87	£92.87	£62,600		£190,000
21220	32 Abbot Court Thorncroft Street	London	SW8 2BH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21222	34 Abbot Court Thorncroft Street	London	SW8 2BH	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21223	35 Abbot Court Thorncroft Street	London	SW8 2BH	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21224	36 Abbot Court Thorncroft Street	London	SW8 2BH	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21503	1 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	1	Assured	£82.94	£85.41	£55,900		£190,000
21504	2 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21505	3 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	1	Assured	£86.23	£98.09	£58,100		£190,000
21506	4 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	1	Assured	£82.94	£85.41	£55,900		£190,000
21507	5 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21508	6 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21509	7 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21510	8 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21512	10 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21513	11 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21514	12 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21515	13 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21516	14 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21517	15 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£105.77	£104.54	£71,300		£215,000
21518	16 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21519	17 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21520	18 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21521	19 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21522	20 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21523	21 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21524	22 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21525	23 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21526	24 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£89.72	£115.72	£60,500		£250,000
21527	25 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21529	27 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21530	28 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21531	30 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21532	31 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21533	32 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21534	33 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21535	36 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 594 Restricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
21536	37 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21537	38 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21538	39 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21539	40 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21540	41 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21541	42 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21542	43 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21141	1 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21142	2 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	0	Assured	£76.23	£78.96	£51,400		£150,000
21143	3 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21144	4 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£89.36	£92.87	£60,200		£190,000
21146	6 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21147	7 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	3	Assured	£92.52	£115.72	£62,400		£250,000
21148	8 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21149	10 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21152	15 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21153	16 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	3	Assured	£92.52	£115.72	£62,400		£250,000
21154	17 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21155	18 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21156	19 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21157	21 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21159	23 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21160	24 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21161	25 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21162	26 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Starter	£92.87	£92.87	£62,600		£190,000
21163	27 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21164	28 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21165	29 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21166	30 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21167	31 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21168	32 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21170	34 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21171	35 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Starter	£92.87	£92.87	£62,600		£190,000
21172	36 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21173	37 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	0	Assured	£78.96	£78.96	£53,200		£150,000
21174	39 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21175	40 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21176	41 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21178	43 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21179	44 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£89.35	£92.87	£60,200		£190,000
21180	45 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21181	46 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	0	Assured	£82.28	£86.41	£55,500		£150,000
21182	47 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21183	48 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21184	49 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21185	50 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21188	54 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21189	56 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21191	58 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21192	59 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21451	1 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21452	2 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	0	Assured	£78.96	£78.96	£53,200		£150,000
21453	3 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21454	4 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21456	6 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21457	7 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21458	8 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£86.96	£104.54	£58,600		£215,000
21459	9 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21460	10 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21461	12 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21462	13 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	0	Assured	£76.23	£78.96	£51,400		£150,000
21463	16 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21464	17 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21465	18 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£96.95	£104.54	£65,300		£215,000
21466	19 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21467	20 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21468	21 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21469	22 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21470	23 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21471	24 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21320	1 Tait Court Darsley Drive	London	SW8 2EU	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21321	3 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21322	4 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21323	5 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21324	6 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21325	7 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21326	8 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21327	9 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21328	10 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21329	11 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21332	15 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21333	16 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21334	18 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21335	19 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21336	20 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21337	21 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21338	22 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£103.04	£104.54	£69,400		£215,000
21339	23 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21340	24 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
19252	24A Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21341	25 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21342	26 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21343	27 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21344	28 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21345	29 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21346	30 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21347	32 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21349	34 Tait Court Darsley Drive	London	SW8 2EU	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
19240	34A Tait Court Darsley Drive	London	SW8 2EU	Flat	4	Assured	£127.14	£127.14	£85,700		£275,000

Valuation Schedule	
Housing Association:	AmicusHorizon
Valuer:	Jones Lang LaSalle
Valuation Date:	9th March 2012
Valuation:	594 Restricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
21350	35 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21351	36 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21352	37 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21353	38 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21354	39 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21355	40 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21356	41 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21357	42 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21358	43 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21359	44 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21360	45 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21361	47 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21362	48 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21126	1 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21127	2 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21128	3 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21129	4 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21130	5 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21131	6 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21133	8 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21135	10 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21136	11 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21137	12 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21138	13 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21139	15 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21140	16 Benson Court Hartington Road	London	SW8 2EX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
19135	1A Tiltolton Court Wandsworth Road	London	SW8 2NH	Flat	2	Assured	£99.93	£104.54	£67,400		£215,000
21407	3 Tiltolton Court Wandsworth Road	London	SW8 2NH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21408	4 Tiltolton Court Wandsworth Road	London	SW8 2NH	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21409	5 Tiltolton Court Wandsworth Road	London	SW8 2NH	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21410	6 Tiltolton Court Wandsworth Road	London	SW8 2NH	Flat	2	Assured	£85.26	£104.54	£57,500		£215,000
21411	7 Tiltolton Court Wandsworth Road	London	SW8 2NH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21412	8 Tiltolton Court Wandsworth Road	London	SW8 2NH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21415	11 Tiltolton Court Wandsworth Road	London	SW8 2NH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21416	12 Tiltolton Court Wandsworth Road	London	SW8 2NH	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 594 Restricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
21229	3 Sudbury Court Lansdowne Way	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21230	7 Sudbury Court Lansdowne Way	London	SW8 2NT	Flat	1	Assured	£80.05	£92.87	£54,000		£190,000
21231	8 Sudbury Court Abbey Close	London	SW8 2NT	Flat	0	Assured	£76.23	£86.41	£51,400		£150,000
21232	9 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21233	10 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£96.95	£104.54	£65,300		£215,000
21234	12 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21236	14 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21237	15 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21238	17 Sudbury Court Abbey Close	London	SW8 2NT	Flat	0	Assured	£77.69	£86.41	£52,400		£150,000
21239	18 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21241	20 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21243	22 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21244	23 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£115.72	£115.72	£78,000		£215,000
21245	24 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21246	25 Sudbury Court Abbey Close	London	SW8 2NT	Flat	0	Assured	£82.49	£86.41	£55,600		£150,000
21247	26 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21249	28 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21250	30 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21251	31 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21252	32 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21253	33 Sudbury Court Abbey Close	London	SW8 2NT	Flat	1	Assured	£82.14	£98.09	£55,400		£190,000
21254	34 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£86.96	£104.54	£58,600		£215,000
21255	35 Sudbury Court Allen Close	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21256	36 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21257	39 Sudbury Court Allen Close	London	SW8 2NT	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21258	40 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21259	41 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	1	Assured	£89.36	£92.87	£60,200		£190,000
21260	42 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21261	43 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21262	44 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21263	45 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21264	46 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	1	Starter	£92.87	£92.87	£62,600		£190,000
21265	47 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21266	49 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21267	50 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21268	51 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21270	53 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21271	54 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21273	56 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£95.88	£104.54	£64,600		£215,000
21275	58 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	1	Fair rent	£63.47	£92.87	£39,000		£190,000
21276	59 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
18899	59A Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£102.01	£104.54	£68,800		£215,000
18900	59B Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	1	Assured	£92.87	£92.87	£62,600		£190,000
21277	60 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21278	61 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21279	62 Sudbury Court Allen Edwards Drive	London	SW8 2NT	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21012	1 Cornwallis Court Lansdowne Way	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21013	2 Cornwallis Court Lansdowne Way	London	SW8 2NU	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21014	3 Cornwallis Court Lansdowne Way	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21017	6 Cornwallis Court Lansdowne Way	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21018	7 Cornwallis Court Lansdowne Way	London	SW8 2NU	Flat	2	Assured	£82.14	£92.87	£55,400		£190,000
21019	8 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21020	9 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	0	Starter	£86.41	£86.41	£58,200		£150,000
21021	10 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21022	11 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21023	12 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21024	13 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£86.96	£104.54	£58,600		£215,000
21026	15 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21027	16 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21028	17 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	0	Assured	£86.41	£86.41	£58,200		£150,000
21029	18 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21030	19 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21031	20 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21032	21 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21033	22 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21034	23 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	3	Assured	£92.52	£115.72	£62,400		£250,000
21035	24 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	0	Assured	£86.41	£86.41	£58,200		£150,000
21036	25 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21037	26 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21038	27 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21039	28 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21040	29 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21041	30 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21043	32 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	1	Assured	£92.47	£92.87	£62,300		£190,000
21044	33 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21045	34 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21047	36 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21048	38 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21049	39 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21050	40 Cornwallis Court Allen Edwards Drive	London	SW8 2NU	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21016	5 Cornwallis Court Lansdowne Way	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21051	41 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21052	42 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	1	Assured	£89.35	£92.87	£60,200		£190,000
21053	43 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21054	44 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	1	Starter	£92.87	£92.87	£62,600		£190,000
21055	45 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21056	46 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	1	Assured	£82.14	£92.87	£55,400		£190,000
21057	47 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21058	49 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	1	Starter	£92.87	£92.87	£62,600		£190,000
21059	50 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	1	Starter	£92.87	£92.87	£62,600		£190,000
21060	51 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21061	52 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21062	53 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	1	Assured	£89.36	£92.87	£60,200		£190,000
21063	55 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21064	56 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	1	Assured	£82.14	£92.87	£55,400		£190,000
21065	57 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	2	Assured	£88.56	£104.54	£59,700		£215,000
21067	59 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	0	Assured	£86.41	£86.41	£58,200		£150,000
21069	61 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21070	63 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 594 Restricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
21071	64 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21072	65 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	3	Assured	£92.52	£115.72	£62,400		£250,000
21073	67 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	0	Assured	£86.41	£86.41	£58,200		£150,000
21074	68 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	1	Starter	£92.87	£92.87	£62,600		£190,000
21075	69 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21076	70 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21077	71 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21078	72 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21079	73 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21080	74 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21081	76 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21082	77 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21083	78 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21084	79 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21085	80 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21086	81 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21087	82 Cornwallis Court Darsley Drive	London	SW8 2NX	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21069	FLAT 60 Cornwallis Court Allen Edwards Drive	London	SW8 2NX	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21088	1 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	0	Assured	£76.23	£86.41	£51,400		£150,000
21089	3 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21090	4 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	0	Assured	£76.23	£86.41	£51,400		£150,000
21091	5 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21092	6 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21093	8 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21094	9 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21095	11 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21096	12 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21097	13 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21099	15 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21100	16 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21101	17 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21102	18 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£96.93	£104.54	£65,300		£215,000
21103	19 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21104	20 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21105	21 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21106	22 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21107	24 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21108	25 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21109	27 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21110	28 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21111	30 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21112	31 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21113	32 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21114	33 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21115	34 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21116	35 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21117	36 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21119	38 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21120	39 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21121	40 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21122	41 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21123	42 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	1	Assured	£89.54	£92.87	£60,400		£190,000
21124	43 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21125	44 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21363	1 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
18938	1A Sumner Court Darsley Drive	London	SW8 2BA	Flat	4	Assured	£127.14	£127.14	£85,700		£275,000
21364	2 Sumner Court Darsley Drive	London	SW8 2BA	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21365	3 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£96.93	£104.54	£65,300		£215,000
21366	4 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21367	5 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£87.66	£104.54	£59,100		£215,000
21368	6 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21369	7 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21370	8 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21371	9 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21372	10 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21373	11 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21374	12 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21375	13 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21376	14 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21377	15 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Starter	£104.54	£104.54	£70,500		£215,000
21378	16 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£93.99	£115.53	£63,400		£215,000
19134	16A Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£115.72	£115.72	£78,000		£250,000
21379	17 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21380	18 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21381	19 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21382	20 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21383	21 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21385	23 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21386	24 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21387	25 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21388	26 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21389	27 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21390	28 Sumner Court Darsley Drive	London	SW8 2BA	Flat	1	Assured	£82.65	£92.87	£55,700		£190,000
21391	30 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21392	31 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21393	32 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21394	34 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21395	35 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21397	37 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£88.18	£115.72	£59,400		£250,000
21398	38 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21399	39 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
21400	41 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21401	42 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£104.08	£104.54	£70,200		£215,000
21402	43 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21403	44 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£89.54	£104.54	£60,400		£215,000
21404	45 Sumner Court Darsley Drive	London	SW8 2BA	Flat	3	Assured	£93.99	£115.72	£63,400		£250,000
21405	46 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£104.54	£104.54	£70,500		£215,000
21406	47 Sumner Court Darsley Drive	London	SW8 2BA	Flat	2	Assured	£96.94	£104.54	£65,300		£215,000
18874	1 Feltham Road	Surrey	RH1 5HU	House	3	Assured	£119.32	£123.94	£78,000		£200,000

Valuation Schedule
Housing Association: AmicusHorizon
Valuer: Jones Lang LaSalle
Valuation Date: 9th March 2012
Valuation: 594 Restricted General Needs Units

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tenure	Weekly Net Rent	Weekly Target Rent	EUV-SH	MV-T	MV-VP
									£37,080,000		£126,190,000

Valuation Schedule**Housing Association:** AmicusHorizon**Valuer:** Jones Lang LaSalle**Valuation Date:** 9th March 2012**Valuation:** 164 units assigned nil value

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tranche	Title
28805	147A Ladywell Road Lewisham	London	SE13 7HZ	Flat	2	2	TGL220331
28806	147B Ladywell Road Lewisham	London	SE13 7HZ	Flat		2	TGL220331
21193	FLAT 5 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	1a	TGL150235
21621	FLAT 6 Abbot Court Camellia Street	London	SW8 2BH	Flat	2	1a	TGL150235
40615	FLAT 14 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	1a	TGL150235
21207	FLAT 17 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	3	1a	TGL150235
21208	FLAT 18 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	1a	TGL150235
20351	FLAT 19 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	3	1a	TGL150235
21212	FLAT 23 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	3	1a	TGL150235
21215	FLAT 26 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	1a	TGL150235
21216	FLAT 27 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	1a	TGL150235
19288	FLAT 28 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	1a	TGL150235
20557	FLAT 29 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	1	1a	TGL150235
21218	FLAT 30 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	1a	TGL150235
20612	FLAT 37 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	1a	TGL150235
21226	FLAT 38 Abbot Court Allen Edwards Drive	London	SW8 2BH	Flat	2	1a	TGL150235
21455	FLAT 5 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	1a	TGL150235
20086	FLAT 11 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	1a	TGL150235
20094	FLAT 14 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	1a	TGL150235
19801	FLAT 15 Dean Court Thorncroft Street	London	SW8 2BQ	Flat	2	1a	TGL150235
21625	FLAT 1 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	1a	TGL150235
20285	FLAT 2 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	1a	TGL150235
18510	FLAT 8 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	1a	TGL150235
21480	FLAT 12 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	1a	TGL150235
20244	FLAT 22 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	3	1a	TGL150235
21490	FLAT 23 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	1a	TGL150235
19911	FLAT 24 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	1	1a	TGL150235
20371	FLAT 25 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	1a	TGL150235
19864	FLAT 27 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	1a	TGL150235
21492	FLAT 28 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	1a	TGL150235
23250	FLAT 35 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	1a	TGL150235
19750	FLAT 37 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	1a	TGL150235
21502	FLAT 39 Sheldon Court Allen Edwards Drive	London	SW8 2BE	Flat	2	1a	TGL150235
19628	FLAT 2 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	1a	TGL150235
21548	FLAT 7 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	1a	TGL150235
21553	FLAT 12 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	1a	TGL150235
21554	FLAT 13 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	1a	TGL150235
21555	FLAT 14 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	1a	TGL150235
21556	FLAT 15 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	1a	TGL150235
21562	FLAT 21 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	1a	TGL150235
21565	FLAT 24 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	1a	TGL150235
21572	FLAT 31 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	1a	TGL150235
	FLAT 32 Temple Court Wandsworth Road	London	SW8 2BD				TGL150235
21576	FLAT 35 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	1a	TGL150235
21618	FLAT 38 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	1a	TGL150235
21579	FLAT 39 Temple Court Wandsworth Road	London	SW8 2BD	Flat	3	1a	TGL150235
19438	FLAT 40 Temple Court Wandsworth Road	London	SW8 2BD	Flat	2	1a	TGL150235
21511	FLAT 9 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	1a	TGL150235
21528	FLAT 26 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	1a	TGL150235
19753	FLAT 29 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	1a	TGL150235
20378	FLAT 34 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	1a	TGL150235
20135	FLAT 35 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	2	1a	TGL150235
20352	FLAT 44 Kemp Court Allen Edwards Drive	London	SW8 2BJ	Flat	3	1a	TGL150235
21580	FLAT 1 Stafford Court Allen Edwards Drive	London	SW8 2BB	Studio	0	1a	TGL150235
21583	FLAT 4 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	3	1a	TGL150235
19865	FLAT 7 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	1a	TGL150235
20628	FLAT 15 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	3	1a	TGL150235
21606	FLAT 28 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	1a	TGL150235
20596	FLAT 30 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	1	1a	TGL150235
19866	FLAT 34 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	1a	TGL150235
19275	FLAT 38 Stafford Court Allen Edwards Drive	London	SW8 2BB	Flat	2	1a	TGL150235
19281	FLAT 1 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	2	1a	TGL150235
21662	FLAT 2 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	2	1a	TGL150235
21413	FLAT 9 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	2	1a	TGL150235
21414	FLAT 10 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	2	1a	TGL150235
44597	FLAT 17 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	2	1a	TGL150235
19633	FLAT 18 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	2	1a	TGL150235
21435	FLAT 32 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	3	1a	TGL150235
21436	FLAT 33 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	3	1a	TGL150235
21437	FLAT 34 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	3	1a	TGL150235
21440	FLAT 37 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	3	1a	TGL150235
21441	FLAT 38 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	3	1a	TGL150235
21442	FLAT 39 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	3	1a	TGL150235
21450	FLAT 47 Tillotson Court Wandsworth Road	London	SW8 2NH	Flat	3	1a	TGL150235
21145	FLAT 5 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	3	1a	TGL150235
19305	FLAT 9 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	1	1a	TGL150235

Valuation Schedule**Housing Association:** AmicusHorizon**Valuer:** Jones Lang LaSalle**Valuation Date:** 9th March 2012**Valuation:** 164 units assigned nil value

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tranche	Title
21150	FLAT 11 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
19629	FLAT 12 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	3	1a	TGL150235
19436	FLAT 13 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
21151	FLAT 14 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	3	1a	TGL150235
20496	FLAT 20 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
21158	FLAT 22 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
40435	FLAT 33 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
21620	FLAT 38 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	3	1a	TGL150235
21177	FLAT 42 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	3	1a	TGL150235
21186	FLAT 51 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
21187	FLAT 52 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
19943	FLAT 53 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
19273	FLAT 55 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
21190	FLAT 57 Bancroft Court Allen Edwards Drive	London	SW8 2BL	Flat	2	1a	TGL150235
20727	FLAT 4 Cornwallis Court Lansdowne Way	London	SW8 2NU	Flat	2	1a	TGL150235
20708	FLAT 14 Cornwallis Court Lansdowne Way	London	SW8 2NU	Flat	2	1a	TGL150235
23249	FLAT 31 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	1a	TGL150235
21046	FLAT 35 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	1a	TGL150235
19272	FLAT 37 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	1a	TGL150235
20085	FLAT 48 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	1a	TGL150235
19751	FLAT 54 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	1a	TGL150235
21066	FLAT 58 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	1a	TGL150235
21619	FLAT 62 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	1a	TGL150235
19287	FLAT 66 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	1a	TGL150235
19314	FLAT 75 Cornwallis Court Hartington Road	London	SW8 2NU	Flat	2	1a	TGL150235
19903	FLAT 2 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	1a	TGL150235
19632	FLAT 7 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	1a	TGL150235
20379	FLAT 10 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	1a	TGL150235
21098	FLAT 14 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	1a	TGL150235
19800	FLAT 23 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	1a	TGL150235
19271	FLAT 26 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	1a	TGL150235
19276	FLAT 29 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	3	1a	TGL150235
39711	FLAT 37 Longley Court Allen Edwards Drive	London	SW8 2PA	Flat	2	1a	TGL150235
21661	FLAT 4 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
19286	FLAT 5 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
19439	FLAT 6 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
19307	FLAT 11 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
21235	FLAT 13 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
21622	FLAT 16 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
21240	FLAT 19 Sudbury Court Abbey Close	London	SW8 2NT	Flat	3	1a	TGL150235
21242	FLAT 21 Sudbury Court Abbey Close	London	SW8 2NT	Flat	3	1a	TGL150235
21248	FLAT 27 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
20108	FLAT 29 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
20260	FLAT 37 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
19331	FLAT 38 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
19942	FLAT 48 Sudbury Court Abbey Close	London	SW8 2NT	Flat	1	1a	TGL150235
21261	FLAT 52 Sudbury Court Abbey Close	London	SW8 2NT	Flat	1	1a	TGL150235
21272	FLAT 55 Sudbury Court Abbey Close	London	SW8 2NT	Flat	1	1a	TGL150235
21274	FLAT 57 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
19630	FLAT 63 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
21280	FLAT 64 Sudbury Court Abbey Close	London	SW8 2NT	Flat	2	1a	TGL150235
19754	FLAT 2 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	1a	TGL150235
19329	FLAT 12 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	1a	TGL150235
21330	FLAT 13 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	1a	TGL150235
21331	FLAT 14 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	1a	TGL150235
19330	FLAT 17 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	1a	TGL150235
21624	FLAT 31 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	1a	TGL150235
21348	FLAT 33 Tait Court Darsley Drive	London	SW8 2EU	Flat	3	1a	TGL150235
19274	FLAT 46 Tait Court Darsley Drive	London	SW8 2EU	Flat	2	1a	TGL150235
19306	FLAT 2 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
19332	FLAT 3 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
21623	FLAT 5 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
23544	FLAT 8 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
19752	FLAT 10 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
19435	FLAT 12 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
19945	FLAT 13 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
20208	FLAT 19 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
20919	FLAT 24 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
20335	FLAT 25 Walden Court Abbey Close	London	SW8 2NJ	Flat	2	1a	TGL150235
21308	FLAT 36 Walden Court Abbey Close	London	SW8 2NJ	Flat	3	1a	TGL150235
21316	FLAT 44 Walden Court Abbey Close	London	SW8 2NJ	Flat	3	1a	TGL150235
10737	20a Avon Road Lewisham	London	SE4 1QQ	House	3	2	SGL449662
10738	20b Avon Road Lewisham	London	SE4 1QQ	House	3	2	SGL449662
	33 Abbot Court		SW8 2BH			1a	TGL150235
	7 Benson Court		SW8 2BH			1a	TGL150235
	14 Benson Court		SW8 2BH			1a	TGL150235

Valuation Schedule**Housing Association:** AmicusHorizon**Valuer:** Jones Lang LaSalle**Valuation Date:** 9th March 2012**Valuation:** 164 units assigned nil value

Unique Identifier	Address 1	Region	Postcode	Property Type	Beds	Tranche	Title
	9 Benson Court		SW8 2BH			1a	TGL150235
	22 Sumner Court		SW8 2BA			1a	TGL150235
	29 Sumner Court		SW8 2BA			1a	TGL150235
	36 Sumner Court		SW8 2BA			1a	TGL150235
	33 Sumner Court		SW8 2BA			1a	TGL150235
	40 Sumner Court		SW8 2BA			1a	TGL150235
	48 Sumner Court		SW8 2BA			1a	TGL150235
	2 Gwent Court		SE16 5SW			Lloyds	SGL506748
	3 Gwent Court		SE16 5SW			Lloyds	SGL506748
	4 Gwent Court		SE16 5SW			Lloyds	SGL506748
	5 Gwent Court		SE16 5SW			Lloyds	SGL506748
	6 Gwent Court		SE16 5SW			Lloyds	SGL506748

Appendix 3

Cashflow Summaries

SUMMARY SHEET - Market Value
08 March 2012

AmicusHorizon Limited
Unrestricted General Needs Units

1. STOCK			SECURE	ASSURED	SUM
	HOUSES		39	199	238
	FLATS		55	292	347
	SHELTERED		0	2	2
	SUM		94	493	587
2. INCOME	SECURE TENURE				
	Average Actual Rents	Houses:		£110.22	per week
		Flats:		£91.41	per week
		Sheltered:		£0.00	per week
	Annual % Increase:	Houses:		5% every other year	
		Flats:		5% every other year	
		Sheltered:		5% every other year	
	ASSURED TENURE				
	Average Actual Rents	Houses:		£116.92	per week
		Flats:		£98.43	per week
		Sheltered:		£86.98	per week
	Average Rents in Year 3	Houses:		£259.03	per week
		Flats:		£204.28	per week
		Sheltered:		£120.00	per week
	Annual % Increase	Houses:	YR 0 - 3	30.4%	
			YR 4 Onwards	1.0%	
		Flats:	YR 0 - 3	27.6%	
			YR 4 Onwards	1.0%	
		Sheltered:	YR 0 - 3	11.3%	
			YR 4 Onwards	1.0%	
3. OTHER INCOME	Garages (income per week)		0	units @	£0.00 per week
	Voids expressed as a % Gross Income				15.0% per annum
	0 RTBs:				£0 over 50 years
4. SALES RATE			Houses	4.0%	per annum
			Flats	5.0%	per annum
4a. SHELTERED RELET RATE			Sheltered	0.0%	per annum
5. BAD DEBTS / VOIDS	expressed as a % of Gross revenue		Years 1 - 3	8.00%	per annum
			Year 4-5	6.00%	per annum
			Year 6 Onwards	4.00%	per annum
6. TIMESCALE	52	Weeks	YR. 3 Onwards	52	Weeks
7. DISCOUNT RATE	Sales	9.75%	Income	7.75%	per annum
8. EXPENDITURE	Management & Administration		% of gross income	10.0%	per annum
	CATCH UP & MAJOR REPAIRS		CYCLICAL COSTS		DAY TO DAY
	unit cost		unit cost		unit cost
	Gross		Gross		Gross
	Inc.VAT		Inc.VAT		Inc.VAT
	YR. 1	£2,000.00	£300.00	£275.00	£2,575.00
	YR. 2	£2,000.00	£300.00	£275.00	£2,575.00
	YR. 3	£750.00	£300.00	£275.00	£1,325.00
	YR. 4	£750.00	£300.00	£275.00	£1,325.00
	YR. 5	£750.00	£300.00	£275.00	£1,325.00
	Average YR. 6 -10	£600.00	£300.00	£275.00	£1,175.00
	Average YR. 11 -15	£625.00	£300.00	£275.00	£1,200.00
	Average YR. 16 -20	£650.00	£300.00	£275.00	£1,225.00
	Average YR. 21 -25	£675.00	£300.00	£275.00	£1,250.00
	Average YR. 26 onwards	£700.00	£300.00	£275.00	£1,275.00
9. EXPENDITURE INFLATOR	VAT @		20.0%		
	Year 1	1.00% per annum	Year 2 Onwards	1.00%	per annum
10. M.V. SALES	Price Inflator	Years 1 - 3	0.00%	Average House Price	£245,483
		Year 3 onwards	1.00%	Average Flat Price	£185,101
	Sale Costs		3.00%	Average Sheltered Price	£95,000
	Capitalisation Rate		7.25%	Average Price	£209,276
11. VALUATION SAY	Unit Price	£128,177	61%	£75,240,000	
[Date of last valuation]		[Last valuation]			

SUMMARY SHEET - Existing Use Value for Social Housing
08 March 2012

AmicusHorizon Limited
Restricted General Needs Units

1. STOCK

	SECURE	ASSURED	SUM
HOUSES	0	49	49
FLATS	2	543	545
SHELTERED	0	0	0
SUM	2	592	594

SECURE TENURE (Given Target Rents)

Houses (Target 0%)	Average Actual Rent	£	-	per week
	Real Growth	YR 0 to 49	0.0%	
		YR 49 onwards	0.0%	
Flats (Target 0%)	Average Actual Rent	£	67.55	per week
	Real Growth	YR 0 to 17	2.8%	
		YR 17 onwards	0.5%	
Sheltered (Target 0%)	Average Actual Rent	£	-	per week
	Real Growth	YR 0 to 49	0.0%	
		YR 49 onwards	0.0%	

ASSURED TENURE (Given Target Rents)

Houses (Target 0%)	Average Actual Rent		£103.82	per week
	Real Growth	YR 0 to 4	0.6%	
		YR 4 onwards	0.5%	
Flats (Target 0%)	Average Actual Rent		£93.05	per week
	Real Growth	YR 0 to 7	2.2%	
		YR 7 onwards	0.5%	
Sheltered (Target 0%)	Average Actual Rent	£	-	per week
	Real Growth	YR 0 to 49	0.0%	
		YR 49 onwards	0.0%	

3. OTHER INCOME

Garages (income per week)	0	units @ £	-	per week
Voids expressed as a % Gross Income			25.0%	per annum
0 RTBs:			£0 over 50 years	

4. RE-LETS

Secure to Assured	Houses	3.0%	per annum
	Flats	4.0%	per annum
	Sheltered	8.0%	per annum

5. BAD DEBTS / VOIDS

Bad debts / voids expressed as a % of Gross revenue	Year 1	2.00%	per annum
	Year 2 Onward	2.00%	per annum

6. TIMESCALE

YR 1:	52 Weeks	YR. 2 Onwards	52 Weeks
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7. DISCOUNT RATE

Income:	5.75%	per annum
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8. EXPENDITURE

Management & Administration	Year 1 Onward	£575	per unit
% variable		1.0%	per annum

	CATCH UP & MAJOR REPAIRS unit cost Gross Inc.VAT	CYCLICAL COSTS unit cost Gross Inc.VAT	DAY TO DAY unit cost Gross Inc.VAT	SUM
YR. 1	£600.00	£325.00	£300.00	£1,225.00
YR. 2	£600.00	£325.00	£300.00	£1,225.00
YR. 3	£600.00	£325.00	£300.00	£1,225.00
YR. 4	£600.00	£325.00	£300.00	£1,225.00
YR. 5	£600.00	£325.00	£300.00	£1,225.00
Average YR. 6 -10	£625.00	£325.00	£300.00	£1,250.00
Average YR. 11 -15	£650.00	£325.00	£300.00	£1,275.00
Average YR. 16 -20	£675.00	£325.00	£300.00	£1,300.00
Average YR. 21 -25	£700.00	£325.00	£300.00	£1,325.00
Average YR. 26 onwards	£725.00	£325.00	£300.00	£1,350.00

VAT @ 20.0%

9. EXPENDITURE INFLATOR

Year 1:	1.00% per annum	Year 2 Onward	1.00% per annum
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10. M.V. SALES

Price Inflatior	Years 1 - 3	0.00%	Average House price	£160,000
	Year 4 Onward	1.00%	Average Flat price	£217,156
Sale Costs		3.00%	Average Sheltered price	£0
Capitalisation Rate		5.50%	Overall Average Price	£212,441

11. VALUATION

Unit Price	£62,424	% VP	29%	EUVSH	£37,080,000
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[Date of last valuation]

[Last valuation]

Appendix 4

Location Plan

Amicus Horizon
Bond Issue
Location Plan



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This plan is published for the convenience of identification only and although believed to be correct is not guaranteed and it does not form any part of any contract. © Crown Copyright. All rights reserved. Licence Number 100017659



Appendix 5

Schedule of Photographs



BR1, Middleton Court



CR0, Oakfield Road



CR7, Dunheved Road West



CR7, London Road



CR7, Melfort Road



CT1, Alfred Close



CT1, Godwin Road



CT1, Hoystings Close



ME10, Hawkins Close



ME12, Berridge Road



SE12, Baring Road



SE12, Meadow Lane



SE14, Billington Road



SE16, Edinburgh Court



SE16, Falkirk Court



SE16, Burnside Close



SE16, Bury Close



SE19, Victoria Crescent



SE19, Anerley Grove



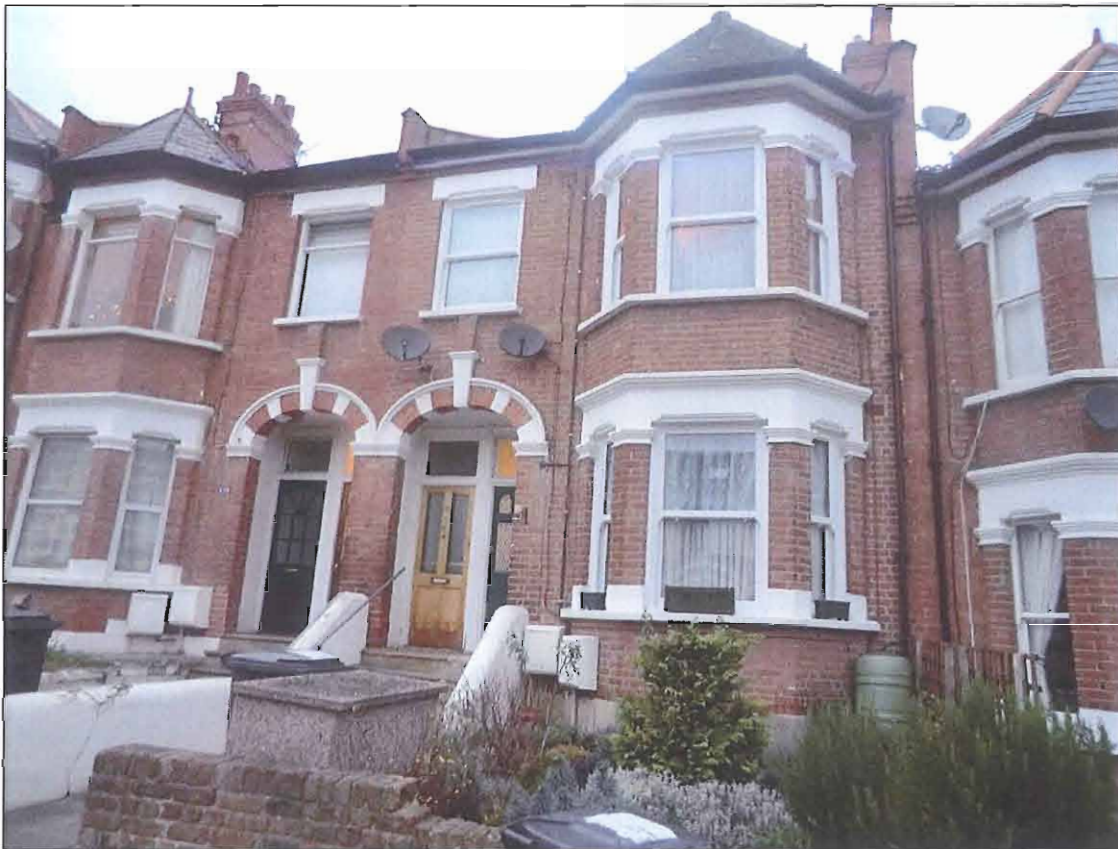
SE19, Cintra Park



SE23, Church Rise



SE25, Dagnall Park



SE27, Casewick Road



SE27, Auckland Hill



SM1, Parkhurst Road



SW8, Allen Edwards Drive, Sheldon Court



SW8, Allen Edwards Drive, Kemp Court



SW8, Darsley Drive, Sumner Court



SW8, Hartington Road, Benson Court



SW8, Thorncroft Street, Sheldon Court



SW8, Wandsworth Road, Temple Court



SW8, Wandsworth Road, Temple Court



TN38, Shepherd Street



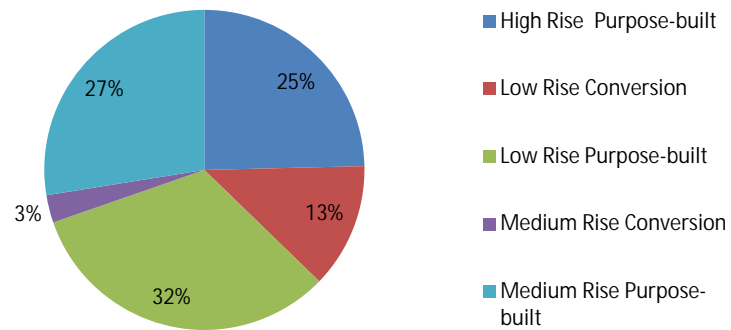
TN40, Dallington Close

Appendix 6

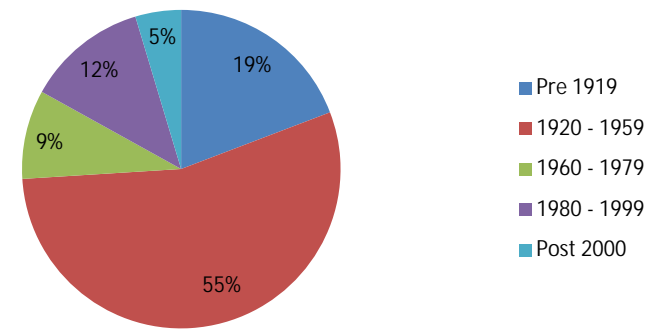
Portfolio Analysis

Analysis of the Portfolio

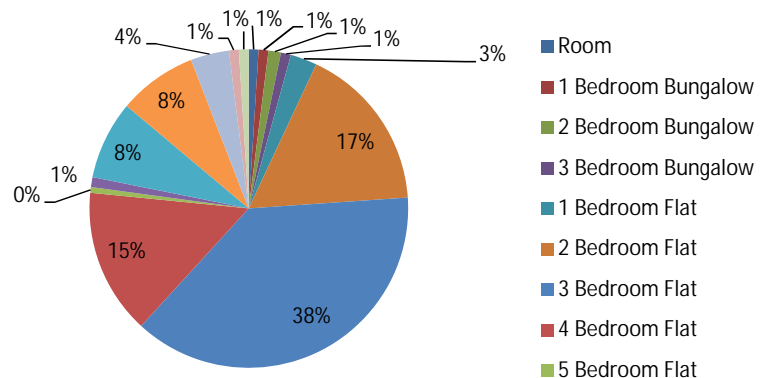
Archetypes within the Portfolio



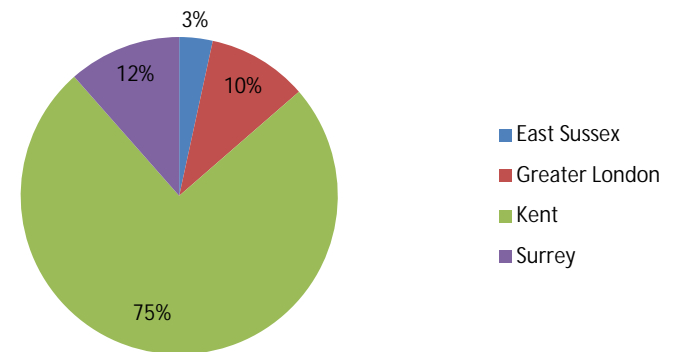
Age Profile of the Portfolio



Property types within the Portfolio



Locations within the Portfolio



TAXATION

United Kingdom Taxation

The following applies only to persons who are the beneficial owners of Bonds and is a summary of the Issuer's understanding of current law and practice in the United Kingdom relating to certain aspects of United Kingdom taxation. This is not intended to constitute a complete analysis of all tax consequences relating to the ownership of the Bonds. Some aspects do not apply to certain classes of person (such as dealers and persons connected with the Issuer) to whom special rules may apply. The United Kingdom tax treatment of prospective Bondholders depends on their individual circumstances and may be subject to change at any time in the future, possibly with retrospective effect. Prospective Bondholders should seek their own professional advice concerning the tax consequences of their particular situation.

A. Interest on the Bonds

1. *Payment of interest on the Bonds*

Payments of interest by the Issuer on the Bonds may be made without deduction of or withholding on account of United Kingdom income tax provided that the Bonds continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 (the **Act**). The London Stock Exchange is a recognised stock exchange for these purposes. 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) and admitted to trading on the London Stock Exchange. Provided, therefore, that the Bonds remain so listed, interest on the Bonds will be payable without withholding or deduction on account of United Kingdom tax.

Interest on the Bonds may also be paid without withholding or deduction on account of United Kingdom tax where interest on the Bonds is paid by a company and, at the time the payment is made, the company which makes the payment reasonably believes (and any person by or through whom interest on the Bonds is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest, provided that HM Revenue & Customs has not given a direction (in circumstances where it has reasonable grounds to believe that it is likely that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

In other cases, an amount must generally be withheld from payments of interest on the Bonds on account of United Kingdom income tax at the basic rate (currently 20 per cent.). 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 Bondholder, HM Revenue & Customs can issue a notice to the Issuer to pay interest to the Bondholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Bondholders may wish to note that, in certain circumstances, HM Revenue & Customs has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays or credits interest to or receives interest for the benefit of a Bondholder. Information so obtained may, in certain circumstances, be exchanged by HM Revenue & Customs with the tax authorities of the jurisdiction in which the Bondholder is resident for tax purposes.

2. *EU Savings Directive*

Under EC Council Directive 2003/48/EC (the **Directive**) on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any paying agent nor any other person would be obliged to pay additional amounts to the holder of the Bonds or to otherwise compensate the holder of the Bonds for the reduction in the amounts that they will receive as a result of the imposition of such withholding tax.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

3. *Further United Kingdom Income Tax Issues*

Interest on the Bonds constitutes United Kingdom source income for tax purposes and, as such, may be subject to income tax by direct assessment even where paid without withholding.

However, interest with a United Kingdom source received without deduction or withholding on account of United Kingdom tax will not be chargeable to United Kingdom tax in the hands of a Bondholder (other than certain trustees) who is not resident for tax purposes in the United Kingdom unless that Bondholder carries on a trade, profession or vocation in the United Kingdom through a United Kingdom branch or agency in connection with which the interest is received or to which the Bonds are attributable (and where that Bondholder is a company, unless that Bondholder carries on a trade in the United Kingdom through a permanent establishment in connection with which the interest is received or to which the Bonds are attributable). There are exemptions for interest received by certain categories of agent (such as some brokers and investment managers). The provisions of an applicable double taxation treaty may also be relevant for such Bondholders.

B. United Kingdom Corporation Tax Payers

4. In general, Bondholders which are within the charge to United Kingdom corporation tax will be charged to tax as income on all returns, profits or gains on, and fluctuations in value of, the Bonds (whether attributable to currency fluctuations or otherwise) broadly in accordance with their statutory accounting treatment.

C. Other United Kingdom Tax Payers

5. *Taxation of Chargeable Gains*

The Bonds will constitute "qualifying corporate bonds" within the meaning of section 117 of the Taxation of Chargeable Gains Act 1992. Accordingly, a disposal by a Bondholder of a Bond will not give rise to a chargeable gain or an allowable loss for the purposes of the UK taxation of chargeable gains.

6. *Accrued Income Scheme*

On a disposal of Bonds by a Bondholder, any interest which has accrued since the last interest payment date may be chargeable to tax as income under the rules of the accrued income scheme as set out in Part 12 of the Act, if that Bondholder is resident or ordinarily resident in the United Kingdom or carries on a trade in the United Kingdom through a branch or agency to which the Bonds are attributable.

7. *Taxation of Discount*

HM Revenue & Customs' published practice is that securities having similar terms of early redemption as the Bonds are not treated by HM Revenue & Customs as "deeply discounted securities" and accordingly the Bonds should not be treated as "deeply discounted securities" for the purposes of Chapter 8 of Part 4 of the Income Tax (Trading and Other Income) Act 2005.

D. Stamp Duty and Stamp Duty Reserve Tax (SDRT)

8. No United Kingdom stamp duty or SDRT is payable on the issue of the Bonds or on a transfer by delivery of the Bonds.

SUBSCRIPTION AND SALE

The Joint Bookrunners have, in a subscription agreement (the **Subscription Agreement**) dated 9th March, 2012, jointly and severally agreed to subscribe or procure subscribers for the Bonds (other than the Retained Bonds) at the issue price of 98.316 per cent. of the principal amount of the Bonds (other than the Retained Bonds), less a combined selling and underwriting commission. The Issuer shall also reimburse the Joint Bookrunners in respect of certain of their expenses. In addition, the Issuer has agreed to indemnify the Joint Bookrunners against certain liabilities incurred in connection with the issue of the Bonds. The Subscription Agreement may be terminated in certain circumstances prior to payment of the Issuer.

United States

The Bonds have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each of the Joint Bookrunners has represented and agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver Bonds (a) as part of its distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the Issue Date within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Bonds, an offer or sale of Bonds within the United States by any dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Terms used above have the meanings given to them by Regulation S under the Securities Act.

United Kingdom

Each of the Joint Bookrunners has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of any Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Bonds in, from or otherwise involving the United Kingdom.

General

Each of the Joint Bookrunners has agreed that it will, to the best of its knowledge and belief, comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Bonds or possesses or distributes this Prospectus and will obtain any consent, approval or permission which is, to the best of its knowledge and belief, required by it for the

purchase, offer, sale or delivery by it of Bonds under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries.

None of the Issuer, the Bond Trustee or the Joint Bookrunners represents that Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The issue of Bonds has been approved by a resolution of the Board of Directors of the Issuer dated 20th February, 2012.

Listing of Bonds

The admission of the Bonds to the Official List will be expressed as a percentage of their principal amount. It is expected that the official listing will be granted on or about 13th March, 2012 subject only to the issue of the Temporary Global Bond. Application has been made to the UK Listing Authority for the Bonds to be admitted to the Official List and to the London Stock Exchange for such Bonds to be admitted to trading on the London Stock Exchange's regulated market.

The Issuer estimates that the total expenses related to the admission to trading will be £8,015. The Borrower shall pay to the Issuer, *inter alia*, an amount equal to such expenses in accordance with Clause 18 (*Expenses*) of the Loan Agreement.

Documents Available

For the period of 12 months following the date of this Prospectus, copies of the following documents will, when published, be available for inspection from the registered office of the Issuer and from the specified office of the Paying Agent for the time being in London:

- (a) the constitutional documents of the Issuer and the Borrower;
- (b) the audited consolidated financial statements of the Borrower in respect of the financial years ended 31st March, 2010 and 31st March, 2011, together with the audit reports prepared in connection therewith (the Borrower currently prepares audited accounts on an annual basis);
- (c) the most recently published audited annual financial statements (if any) of the Issuer and the most recently published unaudited interim financial statements (if any) of the Issuer, in each case together with any audit or review reports prepared in connection therewith;
- (d) the Bond Trust Deed, the Agency Agreement, the Account Agreement, the Custody Agreement, the Retained Bond Custody Agreement, the Loan Agreement, the Security Trust Deed and the Fixed Charges;
- (e) the Valuation Report;
- (f) a copy of this Prospectus; and
- (g) any future offering circulars, prospectuses and information memoranda and any other documents incorporated therein by reference.

Clearing Systems

The Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN for this issue is XS0755862058 and the Common Code is 075586205.

The address of Euroclear is Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Characteristics of underlying assets

The Loan Agreement has characteristics that demonstrate capacity to produce funds to service the payments due and payable on the Bonds.

Significant or Material Change

There has been no material adverse change in the financial position or prospects of the Issuer since its date of incorporation.

There has been no significant change in the financial or trading position of the Borrower or the AmicusHorizon Group since 31st March, 2011 and there has been no material adverse change in the prospects of the Borrower or the AmicusHorizon Group since 31st March, 2011.

Litigation

The Issuer is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) since the date of its incorporation which may have or has in such period had a significant effect on its financial position or profitability.

The Borrower is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Borrower is aware) in the 12 months preceding the date of this Prospectus which may have or has in such period had a significant effect on its financial position or profitability.

No member of the AmicusHorizon Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Borrower is aware) in the 12 months preceding the date of this Prospectus which may have or has in such period had a significant effect on its financial position or profitability.

Auditors

The auditors of the Issuer are Nexia Smith & Williamson Audit Limited. As at the date of this Prospectus no financial statements have been prepared in respect of the Issuer. The auditors of the Issuer have no material interest in the Issuer.

The auditors of the Borrower are Nexia Smith & Williamson Audit Limited, who have audited the Borrower's accounts, without qualification, in accordance with generally accepted auditing standards in the United Kingdom for each of the two financial years ended on 31st March, 2010 and 31st March, 2011. The auditors of the Borrower have no material interest in the Borrower.

Post-issuance information

The Issuer does not intend to provide any post-issuance information in relation to the Bonds, the Issuer Security or the Underlying Security, other than as required pursuant to Condition 6.2 (*Information Covenants*).

Joint Bookrunners transacting with the Issuer or the Borrower

The Joint Bookrunners and each of their respective affiliates may in the future engage in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and/or the Borrower and their affiliates in the ordinary course of business.

ISSUER

AmicusHorizon Finance plc
Grosvenor House, 125 High Street
Croydon CR0 9XP

BOND TRUSTEE AND SECURITY TRUSTEE

Prudential Trustee Company Limited
Laurence Pountney Hill
London EC4R 0HH

PRINCIPAL PAYING AGENT

The Bank of New York Mellon
One Canada Square
London E14 5AL

ACCOUNT BANK, CUSTODIAN AND RETAINED BOND CUSTODIAN

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL

ADVISER TO THE ISSUER

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2 Gresham Street
London EC2V 7QP

JOINT BOOKRUNNERS

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Canary Wharf
London E14 4BB

RBC Europe Limited
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2 Swan Lane
London EC4R 3BF

LEGAL ADVISERS

To the Issuer and the Borrower as to English law
*To the Joint Bookrunners, the Bond Trustee, the
Security Trustee, the Custodian and the Retained
Bond Custodian as to English law*

Devonshires Solicitors
30 Finsbury Circus
London EC2M 7DT

Allen & Overy LLP
One Bishops Square
London E1 6AD

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To the Issuer and the Borrower

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25 Moorgate
London EC2R 6AY