

## Beneficiary Accession Deed

**This Deed** dated 31 October 2014, is supplemental to a security trust deed originally dated 5 November 1999 and made between amongst others Prudential Trustee Company Limited as Security Trustee and Yorkshire Housing Limited as Borrower (as the same may from time to time be amended, novated, replaced, restated, supplemented or varied) (together the **Security Trust Deed**).

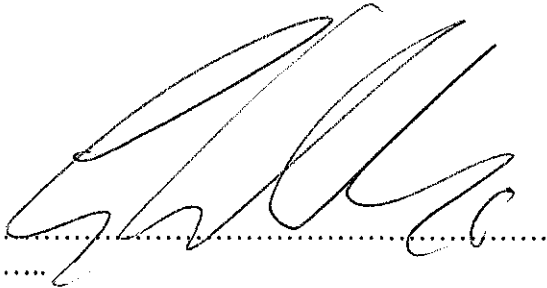
Unless otherwise defined herein, words and expressions defined in the Security Trust Deed have the same meaning when used in this Deed.

1. Yorkshire Housing Finance plc (**Additional Beneficiary**) of Dysons Chambers, 12-14 Briggate, Leeds, LS1 6ER hereby agrees with each other person who is or who becomes a party to the Security Trust Deed that with effect from the date on which the Security Trustee confirms to it that the provisions of clause 2.3 (*Relevant Liabilities*) of the Security Trust Deed have been complied with it will become a party to and be bound by and benefit from the Security Trust Deed as a Beneficiary in respect of the Relevant Liabilities owed to it from time to time.
2. The Additional Beneficiary shall not have a Representative for the purposes of the Security Trust Deed and therefore references to Representative shall be construed as references to the Additional Beneficiary.
3. The address for notices to the Additional Beneficiary for the purposes of clause 13 (*Notices*) of the Security Trust Deed is:  
  
**Address:** Yorkshire Housing Finance plc, Dysons Chambers, 12-14 Briggate, Leeds, LS1 6ER  
  
**Tel:** +44 113 825 6050  
  
**Fax:** +44 113 825 6995  
  
**Attention:** Resources Director
4. The Relevant Documents in respect of the Additional Beneficiary/Representative are:  
  
A Loan Agreement dated 31 October 2014 between the Additional Beneficiary (as Lender) and Yorkshire Housing Limited (as Borrower).
5. This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

**IN WITNESS** this Deed has been executed by the parties hereto as a deed on this date first above written.

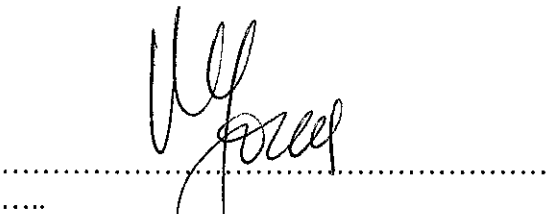
EXECUTION PAGE OF THE BENEFICIARY ACCESSION DEED

The common seal of **Yorkshire Housing Limited** was affixed to this Deed in the presence of )  
)  
)



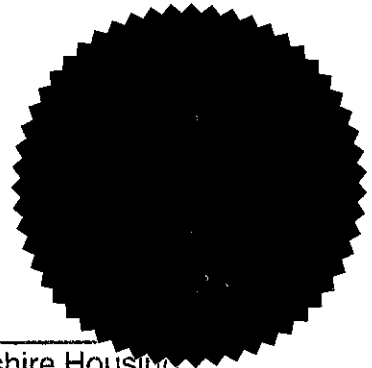
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Authorised Signatory



.....

Authorised Signatory



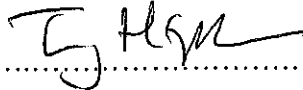
Yorkshire Housing Limited
Reg No. 5358
Initials MKA

Executed as a deed by affixing the common )  
seal of **Prudential Trustee Company** )  
**Limited** in the presence of )  
)

.....  
.....

Sealing Officer

Executed as a deed by Yorkshire Housing<sup>2</sup> )  
Finance plc )

  
.....

Signature of Director

TANSY HERTON  
.....

Name of Director

In the presence of:

  
.....

Signature of Witness

GUY MILLICHAMP  
.....

Name of Witness

134 GLEADOW WOOD RD  
.....

Address of Witness

LEEDS  
.....

LS8 1PF  
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