



R/IP/RA9
Form AJ

Financial Conduct Authority
25 The North Colonnade
Canary Wharf
London
E14 5HS

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Fax: +44 (0)20 7066 1099
www.fca.org.uk

CO-OPERATIVE AND COMMUNITY BENEFIT SOCIETIES ACT 2014

*Acknowledgement of application for recording
of a charge for the purposes of Part 5 of the said Act*

Name of Society: **London District Housing Association Limited**

Register No. **29674 R**

The application dated **2 March 2016** for the recording of a charge on assets of the above-named society which was created or evidenced by an instrument dated **1 March 2016** and made between **London District Housing Association Limited** and **PGP Securities No.19 Limited** and **PGP Finance No.19 LP** a certified true copy of which was annexed thereto, was delivered to the Financial Conduct Authority on **3 March 2016**.

Date: **18 March 2016**



DATED

1 MARCH ~~2~~

2016

LONDON DISTRICT HOUSING ASSOCIATION LIMITED

and

PGP Securities No. 19 Limited

and

PGP FINANCE NO. 19 LP

THIRD PARTY LEGAL CHARGE

In connection with agreements to purchase Flats 1-10, 165 Iverson Road, London NW6 2HH

WE HEREBY CERTIFY
THIS TO BE A TRUE COPY
OF THE ORIGINAL

Pitmans LLP
2/3/16
Pitmans LLP

47 Castle St
Reading
Berkshire
RG1 7SR

THIS LEGAL CHARGE is made on

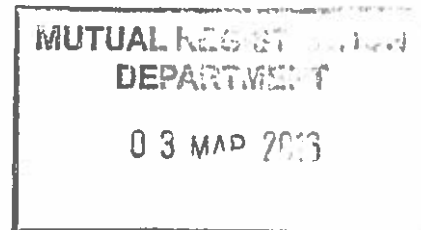
1 MARCH

2016

BETWEEN

- (1) LONDON DISTRICT HOUSING ASSOCIATION LIMITED (registered number IP29674R) of 315 Regents Park Road, Finchley, London N3 1DP ("the Mortgagor"); and
- (2) PGP Securities No. 19 Limited (registered number 9271596) of 117 Charterhouse Street, London EC1M 6AA ("the Lender")
- (3) PGP FINANCE NO. 19 LP whose Company Registration Number is LP 16294 ("the Debtor")

WITNESSETH as follows:



1. INTRODUCTORY

- 1.1 In this Legal Charge the following words and expressions shall have the following meanings unless precluded by the context:

"the Mortgagor" means the party of the first part including the persons deriving title under the Mortgage;

"the Lender" means the party of the second part including its successors and assigns;

"Event of Default" means either:

(a) (the whole or (as appropriate) any part of the Loan or the Debtor's Obligations shall not be paid or complied with on the date when due or

(b) if the Mortgagor or the Debtor shall commit any breach of or omit in any manner to observe any of its obligations under this Legal Charge and if the Mortgagor and the Debtor shall fail to take (and thereafter continue to take) steps to remedy such breach or omission within 2 days of notice by the Lender requiring such remedy or

(c) the Mortgagor or Debtor shall commit an Event of Insolvency (as defined in clause 6);

(d) The Debtor or any other party (other than the Lender) is in breach of the terms of the Loan Agreement or any document referred to therein

"the Agreement"

means the Agreement for the purchase of Flats 1-10, 163

Iverson Road, London NW6 2HH dated the 19th January 2016

"the Properties"	means the various Properties as defined in the Agreement
"Fixed Charges"	Means the third party legal charge in the form attached hereto
"the Loan"	means the monies owing from the Debtor to the Lender pursuant to the Loan Agreement
"the Debtors Obligations"	means the obligation of the Debtor to repay the Lender the Loan and to comply with the terms of the Loan Agreement
"the Loan Agreement"	means the agreement dated the 19th day of January 2016 and made between the Debtor and the Lender

1.2

- 1.2.1 Words importing the masculine gender only include the feminine gender and neuter meaning and vice versa and words importing the singular number include the plural number and vice versa
- 1.2.2 References to a clause or the Schedule shall mean and refer to a clause or the Schedule of this Legal Charge

2. THE DEBTORS OBLIGATIONS

- 2.1 In addition to the obligation to repay the Loan the Debtor is hereby obliged to repay to the Lender all monies and/or liabilities now or hereafter owing from or incurred by the Debtor to the Lender whatever whether for advances made to it or for its accommodation or benefit and whether actually or contingently alone or jointly with another or others and whether as principal or surety for any other person or persons firm or company and in whatever name style of firm or otherwise howsoever including further the charges of the Lender's surveyors and solicitors in connection with the Agreement and all costs charges and expenses which the Lender may from time to time pay or incur in stamping perfecting preserving or enforcing this security and in the negotiation for and preparation and execution of these presents or in obtaining payment or discharge of such moneys or liabilities or any part thereof or in paying any rent rates taxes or outgoings or in insuring repairing maintaining managing or realising the Agreement or any part thereof (to the intent that the Lender shall be afforded a full complete and unlimited indemnity in respect thereof notwithstanding any rule or equity to the contrary) and whether arising directly or indirectly in respect of this security or of any other security held by the Lender for the same indebtedness)

3. CHARGE ON AGREEMENT

In consideration of the Lender giving time and credit to the Debtor to repay the Loan and as continuing security for the repayment of the Loan and compliance by the Debtor with the Debtors Obligations as herein provided the Mortgagor with full title guarantee:

3.1 hereby charges with full title guarantee ALL THAT

3.1.1 by way of fixed charge, all rights, title and interest of the Mortgagor in, under, in relation or pursuant to the Agreement existing or arising now or in the future;

3.1.2 all choses in action, debts and claims both present and future due or owing to the Mortgagor in relation to or as a result of the Agreement and the benefit of all rights relating thereto and of enforcing compliance with or payment of the same and the proceeds of enforcement or payment or realisation of each of them

3.1.3 by way of floating charge, the assets, title, rights and interest described in clauses 3.1.1 and 3.1.2 (if and in so far as either the charges thereon or on any part or parts thereof herein contained may for any reason be ineffective as fixed charges or such assets or any part or parts thereof may be released from such fixed charges in writing by the Lender)

4. MORTGAGOR'S AND DEBTOR'S COVENANTS

The Mortgagor and the Debtor hereby covenant with the Lender throughout the duration of this Legal Charge:

4.1 to observe and perform and comply with the obligations on the part of the Mortgagor and Debtor contained in this Legal Charge and in the Loan Agreement

4.2 to pay all charges costs fees and expenses reasonably and properly incurred by the Lender or any receiver appointed hereunder or any substitute delegate or attorney of either of them (on a full indemnity basis) in connection with the enforcement or attempted enforcement of the security constituted or intended to be constituted by and the protection of this Legal Charge and/or the Loan Agreement

4.3 The Mortgagor hereby represents and warrants to the Lender that on the date of this Legal Charge:-

4.3.1 it has power to enter into and perform its obligations under the Agreement;

4.3.2 the Agreement executed by the parties thereto constitute legal, valid, binding and enforceable obligations of those parties and there have been no amendments thereto or defaults thereunder;

- 4.3.3 it has not charged, assigned or agreed to charge or assign any of its present or future rights, title, interest in and to the Agreement other than pursuant to this Charge;
- 4.3.4 no right of action is vested in any party to the Agreement in respect of any representation, breach of condition, breach of warranty or breach of any other express or implied term by the Mortgagor thereunder; and
- 4.3.5 it has no knowledge of any fact that would or might prejudice or affect any right, power or ability of the Mortgagor to enforce the Agreement or any term or condition thereof.

The representations and warranties contained above shall be repeated on each day whilst this Charge is continuing with reference to the circumstances existing on each such day

4.4 Performance of Agreement

The Mortgagor shall in all respects and in a prompt and efficient manner observe and perform every term, stipulation, obligation and condition in the Agreement on the Mortgagor's part to be observed and performed and not do or omit to do anything in relation thereto which may reasonably be expected adversely and materially to affect the ability of the Debtor to perform its obligations under clause 2 or the entitlement of the Mortgagor to all the benefits provided for it under the Agreement and the Mortgagor shall comply with the Lender's directions in this regard

4.5 Enforcement of Obligations under Agreement

The Mortgagor shall deal with the rights of the Debtor arising under or as result of the Agreement in accordance with such directions as may be given by the Lender from time to time and subject to such directions shall protect, maintain and enforce such rights and realise the amounts due to the Mortgagor under or as a result of the Agreement in accordance with its terms

4.6 No amendment to the Agreement etc

The Mortgagor shall at no time during the subsistence of this Charge except with the prior written consent of the Lender:

- 4.6.1 amend or waive any of its rights under the Agreement
- 4.6.2 release any other party to the Agreement from any of its obligations thereunder; or
- 4.6.3 waive any breach by such other party of, or agree to accept any termination of such other party's obligations under, the Agreement

If the Agreement shall be amended as permitted by this sub-clause, the obligations of the Debtor under this Charge in relation to the Agreement shall apply to the Agreement so amended

4.7 Without prejudice to the generality of the provisions of clause 4, the Mortgagor will at any time if and when required by the Lender, assign to the Lender or to some person or persons nominated by the Lender the Agreement and the full benefit of the Agreement (including without limitation all rights and benefits in respect of amounts received or receivable by the Mortgagor in respect of any breach of the Agreement) in such terms as the Lender may require and take all such other steps as the Lender may require to perfect such assignment

5. LENDER'S POWERS OF ENFORCEMENT

5.1 The Lender's powers of enforcement under this Legal Charge shall arise the day after the date hereof and become immediately exercisable after the occurrence of an Event of Default and the giving thereafter of notice in writing by the Lender to the Mortgagor of its intention to enforce the same

5.2 Appointment

At any time after the Lender has demanded payment of any money or liabilities or other sums hereby secured or upon being requested by the Mortgagor in writing so to do the Lender may by writing under the hand of an authorised officer of the Lender appoint any person or persons to be Receiver of the assets hereby charged or any part thereof and remove any Receiver so appointed and appoint another or others in his place and a Receiver so appointed shall have power in the name or on behalf and at the cost of the Mortgagor or at his option (but only with the specific approval in writing of the Lender) in the name of the Lender or at his option in his own name(s) (and in any case notwithstanding any liquidation of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the assets hereby charged or any part thereof and in particular (but without prejudice to the generality of the foregoing) any such Receiver may:

5.2.1 take possession of collect and get in any of the assets hereby charged and for that purpose take any proceedings in the name of the Mortgagor or otherwise as may seem expedient;

5.2.2 carry on manage or concur in carrying on and managing the business of the Mortgagor or any part thereof and for any of those purposes raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any or project in which the Mortgagor is engaged) from or incur any other liability with the Lender or any other person and on such terms as to interest or otherwise and with or without security as the Receiver may think fit and so that any such security may be or include a charge on the whole or any part of the assets hereby

charged ranking wholly or in part in priority to or pari passu with the charges hereby created if the Receiver with the written consent of the Lender so decides;

- 5.2.3 forthwith and without the restriction imposed by section 103 of the Act sell or concur in selling (but where necessary with the leave of the Court) and without the need to observe any of the provisions of sections 99 and 100 of the Act let or concur in letting and surrender or concur in surrendering and accept surrenders of leases or tenancies of all or any of the assets hereby charged and carry any such sale letting or surrender into effect by conveying leasing letting surrendering or accepting a surrender in the name and on behalf of the Mortgagor (or other estate owner) and so that covenants and contractual obligations may be entered into in the name of and so as to bind the Mortgagor (or other the estate owner) so far as the Receiver may consider it necessary appropriate or expedient for the exercise of the powers conferred by this Charge so to do. Any such sale or lease may be for cash debentures or other obligations shares stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as the Receiver may think fit and so that any consideration received or receivable shall ipso facto forthwith be and become subject to a first fixed charge for the payment of all money and liabilities and other sums secured hereby as if such consideration was one of the Debts. Plant machinery and other fixtures may be severed and sold separately from the property containing them without the consent of the Mortgagor being obtained thereto;
- 5.2.4 take, continue or defend any proceedings and make any arrangement or compromise which he may think expedient;
- 5.2.5 do all such other acts and things as may be considered by such Receiver to be incidental or conducive to any of the matters or powers aforesaid or expedient for or incidental or conducive to the realisation of the Lender's security

6. EVENT OF INSOLVENCY

"Event of Insolvency" means any of the following events relating to the Mortgagor or the Debtor being:

- (a) is the subject of an order or resolution for its administration winding up or dissolution (save for a member's voluntary winding up of a solvent company for the purpose of an amalgamation or

reconstruction which is on terms previously approved by the Buyer);
or

- (b) any encumbrancer takes possession or an administrative or other receiver or manager is appointed of the whole or any part of the undertaking property assets or revenues of such company; or
- (c) stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986;

7. GENERAL PROVISIONS

- 7.1** All demands and notices served hereunder shall be deemed to have been properly served if sent by first class post to the addresses referred to at the beginning of this Legal Charge
- 7.2** If the Mortgagor or Debtor shall pay to the Lender the Loan and the Debtor's Obligations the Lender will at the request and cost of the Mortgagor duly discharge the Agreement from this Legal Charge
- 7.3** The clause headings in this Legal Charge are for the convenience of the parties only and shall not affect its construction

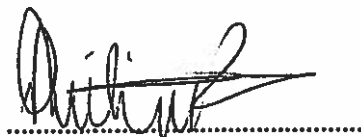
8. FURTHER CHARGE

In further consideration of giving time and credit to the Debtor to repay the loan and as continuing security for repayment of the Loan on completion of the purchase of the Properties by the Mortgagor pursuant to the terms of the Agreement the Debtor and the Mortgagor will enter into the Fixed Charges on the date of completion of those purchases.

DELIVERED as a DEED on the date of this document

EXECUTED as a DEED by)
LONDON DISTRICT HOUSING)
ASSOCIATION LIMITED acting by:)



Director



Director/Secretary



EXECUTED and DELIVERED as)
a DEED by PGP FINANCE No.)
19 LP acting through its general)
partner PROTECTED GROWTH)
PLAN LIMITED acting by one)
director in the presence of)


Signature of Witness
Director

Name: CHLOE SKINNER

Address: 77C MANOR AVE, LONDON, SE4 1TO


Occupation: PA

EXECUTED as a DEED by
PGP SECURITIES No. 19 LIMITED
acting by one director in the presence of

)
)
)



.....
Signature of Witness


.....
Director

Name: CHLOE SKINNER

Address: 77C MANOR AVE, LONDON, SE4 1TO

Occupation: PA



Mutual Societies Application Form

Notification of charges

Full name of society or credit union:

LONDON DISTRICT HOUSING ASSOCIATION LIMITED

Important information you should read before completing this form

Registered societies and credit unions can complete this form if they wish to:

- record a charge;
- register a floating charge (Scottish societies only);
- notify us of a partial or complete satisfaction of a charge; or
- notify us of a release of a charge.

You must not use this form if your society is

- a building society; or
- registered under one of the Friendly Societies Acts (1974 or 1992).

Please note:

- we have an information note that may assist you in completing this application.
- any personal details you give on the form will be placed on the society's file.
- it is important you give accurate and complete information and disclose all relevant information. If you do not, it may take us longer to assess your application.

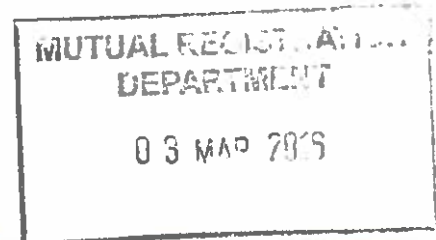
Please keep a copy of the form and the supporting documents for future reference.

Terms in this form

'FCA', 'PRA', 'us' and 'we' refer to the Financial Conduct Authority or Prudential Regulation Authority.

'You' refers to the person signing the form on behalf of the society or credit union.

'The 2014 Act' is the Co-operative and Community Benefit Societies Act 2014





Mutual Societies Application Form

Notification of charges

Filling in the form

1 If you are using your computer to complete the form:

- use the TAB key to move from question to question and press SHIFT TAB to move back to the previous question; and
- print out the completed form and arrange for it to be signed in sections 1 and 2.

2 If you are filling in the form by hand:

- use black ink;
- write clearly; and
- arrange for it to be signed in sections 1 and 2.

3 If you make a mistake, cross it out and initial the changes, do not use correction fluid.

4 If you:

- leave a question blank;
- do not get the form signed; or
- do not attach the required supporting information

without telling us why, we will have to treat the application as incomplete. This will increase the time taken to assess your application.

5 If there is not enough space on the form, you may need to use separate sheets of paper. Clearly mark each separate sheet of paper with the relevant question number. Any separate sheets should be signed by the signatory to the form.

6 Email a scanned copy of the signed form and supporting documents to

mutual.societies@fca.org.uk

or

send it by post to:

Mutuals Team
Financial Conduct Authority
25 The North Colonnade
Canary Wharf
LONDON
E14 5HS

1

Details of charges

Society or credit union details

1.1 Society or credit union details

Register number	29674R
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Details of charges (fixed or floating)

1.2 What are you applying to record or register?

- | | |
|----------------------------------------------------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> Recording a charge | ▶ Continue to question 1.3 |
| <input type="checkbox"/> Registering a floating charge (Scottish societies only) | ▶ Continue to question 1.3 |
| <input type="checkbox"/> Complete satisfaction of a charge | ▶ Continue to question 1.8 |
| <input type="checkbox"/> Partial satisfaction of a charge | ▶ Continue to question 1.11 |
| <input type="checkbox"/> Release of a charge | ▶ Continue to question 1.14 |

Recording/registering a charge (fixed or floating)

1.3 Names of the parties the charge is made between

Name	London District Housing Association Limited
Name	PGP Securities No. 19 Limited
Name	PGP Finance No. 19 LP
Name	

1.4 Date of Instrument (dd/mm/yyyy)

0	1	/	0	3	/	2	0	1	6
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1.5 You must confirm that a certified copy of the charge is attached

This must be certified with an original signature

☒ Yes


1.6 Are you submitting this charge outside the 21 day time limit?

☒ No☐ Yes ▶ Give the reasons why below

--

Signature**1.7 This must be signed by one of the following:**

- the Secretary of the society or credit union; or
- a Solicitor acting on behalf of the society or credit union; or
- a person interested in the charge on behalf of the society or credit union.

Signature	
Full name and address of signatory	Paul Murray Pitmans LLP 47 Castle Street Reading Berkshire RG1 7SR
Position or capacity acting	Solicitor
Date	02/03/2016

End of form

Complete satisfaction of charge (fixed or floating)**1.8 Date the charge was satisfied (dd/mm/yyyy)**

			/				/				
--	--	--	---	--	--	--	---	--	--	--	--

1.9 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge☐ Yes**1.10 Give details below of the property no longer charged, e.g. address**

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Continue to question 1.17

Partial satisfaction of charge (fixed or floating)**1.11 Date the charge was partially satisfied (dd/mm/yyyy)**

			/				/				
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1.12 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge☐ Yes

1.13 The amount by which the charge was partially satisfied£

If an amount is not applicable you must give details below

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Continue to question 1.17

Release of charge (fixed or floating)**1.14 Date when the society or credit union was released from the charge (dd/mm/yyyy)**

<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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1.15 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge☐ Yes**1.16 Give details below of the property no longer charged, e.g. address**

--

Continue to question 1.17

Signature**1.17 This must be signed by the Secretary of the society or credit union**

Signature	<input type="text"/>
Full name	<input type="text"/>
Date	dd/mm/yy

Continue to section 2

2

Statutory Declaration

Declaration

- 2.1 The Secretary and a member of the committee of management (or director) of the society or credit union must sign below in front of a commissioner for oaths (or a notary public or justice of the peace)**

We do solemnly and sincerely declare that the particulars entered on this form in relation to the specified charge or floating charge are true to the best of our knowledge, information and belief.

And we make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act 1835.

Member of the committee of management (or director) of society or credit union

Name	
Signature	
Date	dd/mm/yy

Secretary of society

Name	
Signature	
Date	dd/mm/yy

Declared before

- ☐ a solicitor;
☐ a commissioner for oaths;
☐ notary public; or
☐ justice of the peace

Name	
Declared at	
Signature	
Date	dd/mm/yy

End of form