

**Dated**

**2017**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET**  
**(in the capacity of administering authority of the London Borough of Barnet Pension**  
**Fund)**

**And**

**VIRIDIAN HOUSING**

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**PRE AMALGAMATION DEED OF AGREEMENT**

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This Deed is made on **2017** between:

- (1) **The Mayor and Burgesses of the London Borough of Barnet** of North London Business Park, Oakleigh Road South, London, N11 1NP (the "**Administering Authority**"); and
- (2) **Viridian Housing** a registered society under the Co-operative and Community Benefit Societies Act 2014 (registered number 12752R) with registered address Colwell Housing, 376 Clapham Road, London, SW9 9AR (the "**Registered Provider**").

## **Background**

1. The Registered Provider and Middlesex University Higher Education Corporation entered into a contract for the Registered Provider to manage university accommodation on behalf of Middlesex University Higher Education Corporation with effect from 21 April 2006 (the "**Contract**"). Middlesex University Higher Education Corporation was an admitted employer in the Pension Fund as run by the Administering Authority in accordance with 2 below. Pursuant to the terms of the Contract, the parties to the Contract and the Administering Authority entered into an Admission Agreement.
2. The Administering Authority is an administering authority within the meaning of the Local Government Pension Scheme Regulations 2013 (as amended from time to time) and any other regulations from time to time applicable to the Local Government Pension Scheme (the "**Scheme**") (the "**Regulations**") and administers the Scheme and maintains the London Borough of Barnet Pension Fund (the "**Pension Fund**"). The Registered Provider (under its previous name of Servite Houses) was admitted to the Scheme and the Pension Fund under an admission agreement dated 21 April 2006 (the "**Admission Agreement**") in the form attached at Schedule 1.
3. Section 109 of the Co-operative and Community Benefit Societies Act 2014 ("**the Act**") (amalgamation of societies) provides that any two or more registered societies may by special resolution of each of those societies become amalgamated together as one society, with or without any dissolution or division of the funds of those societies or any of them; and the property, of each of those societies shall become vested in the amalgamated society without the need for any form of conveyance other than that contained in the special resolution.
4. It is intended that the Registered Provider will, subject to all relevant consents being obtained, merge with AmicusHorizon Limited by way of an amalgamation under

section 109 of the Act (the “**Amalgamation**”) which shall not be effective before [31 March 2017] (the “**Amalgamation Date**”). Neither the Registered Provider nor AmicusHorizon Limited or their funds shall be dissolved or divided by reason of the Amalgamation and the effect of the Amalgamation will be to create a new registered society within the meaning of the Act (“**[insert name of NewCo<sup>1</sup>]**”).

5. As a result of this Amalgamation, all of the real and personal property, assets and choses in action of each of the Registered Provider and AmicusHorizon Limited shall become vested in **[insert name of NewCo]** without the need for any form of conveyance or transfer other than that contained in special resolutions, a draft of which in respect of the Registered Provider is attached at Schedule 2. All of the liabilities (actual, contingent and prospective) of the Registered Provider and AmicusHorizon Limited immediately before the Amalgamation Date (including without limitation all of the liabilities of the Registered Provider arising under the Admission Agreement) will vest in **[insert name of NewCo]** and the Admission Agreement will continue and have effect as between **[insert name of NewCo]** and the Administering Authority.

#### **Entry into Post amalgamation Deed of Agreement**

6. The parties agree that, on or after the Amalgamation Date, the Administering Authority and **[insert name of NewCo]** shall enter into the Post amalgamation Deed of Agreement in the form attached at Schedule 3 to this Deed to confirm their understanding as to the legal effect of the amalgamation. In doing so, the parties agree that the Admission Agreement shall be treated for all purposes as if it were and had been at all times made between the Administering Authority and **[insert name of NewCo]**. **[insert name of NewCo]** shall assume all rights, obligations and liabilities that the Registered Provider would otherwise have or have had under the Admission Agreement.
7. Nothing in this Deed shall affect or prejudice any claim or demand that the Administering Authority may have against the Registered Provider under or in connection with the Admission Agreement with respect to matters occurring before the Amalgamation Date. In respect of any matters arising on or after the Amalgamation Date, the Registered Provider will by virtue of the Amalgamation have become **[insert name of NewCo]** and will be liable as provided for by the terms of this Deed.

This Deed has been executed and delivered as a Deed by the Administering Authority and the Registered Provider on the date stated at the beginning of this Deed.

The common seal of the  
Mayor and Burgesses of the  
London Borough of Barnet was

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<sup>1</sup> Has not yet been decided

affixed to this deed in the  
presence of

Authorised by:

Authorised signatory

Executed as a deed by affixing  
the Common Seal of: Viridian  
Housing

in the presence of:

Authorised signatory

Authorised signatory

**Schedule 1**

Admission Agreement

**Schedule 2**

**Draft special resolution**

**Schedule 3**  
**Post Amalgamation Deed**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET**

**and**

**[insert name of NewCo]**

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**POST AMALGAMATION DEED OF AGREEMENT**

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This **DEED** is made on    day of                    2017

**BETWEEN:**

1. **The Mayor and Burgesses of the London Borough of Barnet** of North London Business Park, Oakleigh Road South, London, N11 1NP in its capacity as administering authority of the Pension Fund (the “**Administering Authority**”); and
2. .... [ Amalgamated Body]

**BACKGROUND**

- a) The Mayor and Burgesses of the London Borough of Barnet is the Administering Authority within the meaning of the Local Government Pension Scheme Regulations 2013 (“**the Regulations**”) at Part 1 of Schedule 3 and administers and maintains the London Borough of Barnet Pension Fund (“**the Pension Fund**”).
- b) On [INSERT DATE.] (“the **Amalgamation Date**”) Viridian Housing and AmicusHorizon Limited amalgamated (without legal dissolution) pursuant to section 109 of the Co-operative and Community Benefit Societies Act 2014 (“the **Act**”) to form [**insert name of NewCo**], a new registered society under the Act (the “**Amalgamation**”), as exhibited by the resolutions in Appendix 2. Neither Viridian Housing nor AmicusHorizon Limited nor their funds were dissolved or divided by reason of the Amalgamation. As a result of the Amalgamation, the property (real, personal and choses in action), assets and liabilities of Viridian Housing and AmicusHorizon Limited became vested in [**insert name of NewCo**].
- c) Viridian Housing was admitted to the Pension Fund under an Admission Agreement dated 21 April 2006 in the form attached at Appendix 1.
- d) The parties enter into this Post Amalgamation Deed of Agreement to confirm their understanding that from and including the Amalgamation Date, [**insert name of NewCo**] will as a consequence of the Amalgamation become responsible for the past service liabilities, share of the assets and liabilities of Viridian Housing in the Pension Fund as provided for by the Admission Agreement. As such, on and from the Amalgamation Date, all liabilities and obligations of Viridian Housing under the Admission Agreement will become liabilities and obligations of [**insert name of NewCo**] and the obligations of the Administering Authority as provided for by the Admission Agreement shall also continue.
- e) This Post Amalgamation Deed of Agreement confirms the understanding and arrangement that has been agreed between the parties.



**NOW IT IS HEREBY AGREED** as follows:

1. From (and including) the date of the Amalgamation, the Admission Agreement shall be treated for all purposes as if it were and had been at all times made between the Administering Authority and **[insert name of NewCo]**. **[insert name of NewCo]** shall assume all rights, obligations and liabilities and agrees to perform the Admission Agreement and be bound by its terms in every way as if it were the original party to it in place of Viridian Housing and the rights and obligations of the Administering Authority as set out in the Admission Agreement will continue.
2. For the avoidance of doubt, this Post Amalgamation Deed of Agreement shall not be treated as terminating the Admission Agreement, which shall be treated as continuing as modified in accordance with this Deed.
3. This Post Amalgamation Deed of Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
4. No party other than the parties to this Post Amalgamation Deed of Agreement save for Viridian Housing shall have any rights hereunder and the provisions of the Contracts (Third Party Rights) Act 1999 are hereby excluded.

This Deed has been executed and delivered as a Deed by the Administering Authority and **[insert name of NewCo]** on the date stated at the beginning of this Deed.

The common seal of  
**the Mayor and Burgesses of the  
London Borough of Barnet** was  
affixed to this deed in the  
presence of

Authorised by:

Authorised signatory

Executed as a deed by affixing  
the Common Seal of: **[insert  
name of NewCo]**

in the presence of:

Authorised signatory

Authorised signatory

**Appendix 1**

Admission Agreement

**Appendix 2**  
Special Resolutions