



Registration of a Charge

Company name: **HAVEN FUNDING PLC**

Company number: **03139687**



X7Z4GNES

Received for Electronic Filing: **12/02/2019**

Details of Charge

Date of creation: **12/02/2019**

Charge code: **0313 9687 0198**

Persons entitled: **PRUDENTIAL TRUSTEE COMPANY LIMITED ("TRUSTEE")**

Brief description: **THE COMPANY, HAS SUB-CHARGED (BY WAY OF SECURITY FOR THE DISCHARGE OF THE SECURED LIABILITIES AS DEFINED IN THE NINTH SUPPLEMENTAL TRUST DEED DATED 7 SEPTEMBER 2000 MADE BETWEEN THE ISSUER AND THE TRUSTEE BEING SUPPLEMENTAL TO A TRUST DEED DATED 11 MARCH 1997 (AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME) (THE TRUST DEED), SECURING £66,000,000 8.125 PER CENT. SECURED BONDS DUE 2037, WITH FULL TITLE GUARANTEE AND SUBJECT TO THE PROVISO FOR REDEMPTION) A MORTGAGE DATED 19TH DECEMBER 2018 MADE BETWEEN HYDE HOUSING ASSOCIATION LIMITED (1) AND THE COMPANY (2) ("THE MORTGAGE") AND: (A) CHARGED AT LAW THE PAYMENT OF THE MONIES SECURED BY THIS DEED DATED 12TH FEBRUARY 2019 BY WAY OF A FIRST PRIORITY MORTGAGE THE INDEBTEDNESS SECURED BY THE MORTGAGE IN FAVOUR OF THE TRUSTEE; AND (B) CHARGED BY WAY OF FIRST FIXED LEGAL MORTGAGE TO THE TRUSTEE ALL ITS RIGHTS, TITLE, INTEREST AND BENEFIT, PRESENT AND FUTURE, IN AND TO EACH OF THE INCOMING PROPERTIES (AS DEFINED IN THE MORTGAGE) TITLE TO WHICH IS REGISTERED AT THE LAND REGISTRY**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WINCKWORTH SHERWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3139687

Charge code: 0313 9687 0198

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2019 and created by HAVEN FUNDING PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2019 .

Given at Companies House, Cardiff on 13th February 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DEED OF SUB-CHARGE AND ASSIGNMENT

in respect of £329,400,000 the 8.125 per cent.
Secured Bonds due 2037
of Haven Funding PLC

12 February 2019

HAVEN FUNDING PLC

AND

PRUDENTIAL TRUSTEE COMPANY LIMITED

AND

HYDE HOUSING ASSOCIATION LIMITED

We hereby certify this to be
a true copy of the original

Winckworth Sherwood LLP
Winckworth Sherwood LLP
Minerva House
5 Montagu Close
London SE1 9BB

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THE DEED OF SUB-CHARGE AND ASSIGNMENT is made the 12 day of February 2019

BETWEEN:

- (1) **HAVEN FUNDING PLC**, a company incorporated under the laws of England and Wales with company number 3139687, whose registered office is at 4th Floor, 107 Cannon Street, London EC4N 5AF (the **Issuer**);
- (2) **PRUDENTIAL TRUSTEE COMPANY LIMITED**, registered in England under number 1863305, whose registered office is at Laurence Pountney Hill, London EC4R 0HH (the **Trustee**); and
- (3) **HYDE HOUSING ASSOCIATION LIMITED**, an industrial and provident society incorporated under the Industrial and Provident Societies Act 1965 whose registered office is at 30 Park Street, London, SE1 9EQ (the **Borrower**).

WHEREAS:

- (A) By ninth supplemental trust deed dated 7 September 2000 made between the Issuer and the Trustee being supplemental to a trust deed dated 11 March 1997 (as supplemented and amended from time to time) (the **Trust Deed**), the Issuer's £66,000,000 8.125 per cent. Secured Bonds due 2037 (the **Bonds**) were constituted and secured.
- (B) The Issuer agreed to make a loan to the Borrower in accordance with the loan agreement dated 7 September 2000 (the **Loan Agreement**) made between the Issuer, the Borrower and the Trustee.
- (C) The Issuer has covenanted in Clause 4(A) of the Trust Deed to assign to the Trustee all security given to the Issuer by the Borrower which would include the security created by the Mortgage dated 19th December 2018 (the **Mortgage**) on the Incoming Properties (as defined therein) and made between the Issuer, the Borrower and the Trustee.

NOW THIS DEED OF SUB-CHARGE AND ASSIGNMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. INTERPRETATION

All words and expressions defined in the Trust Deed and the Mortgage shall where the context so requires and admits have the same meanings in this Deed of Sub-Charge and Assignment.

2. SECURITY

The Issuer, by way of security for the discharge of the Secured Liabilities, with full title guarantee and subject to the proviso for redemption contained in the Mortgage:

- (a) Charges at law with the payment of the monies secured by this Deed by way of a first priority mortgage the indebtedness secured by the Mortgage in favour of the Trustee; and
- (b) Charges by way of first fixed legal mortgage to the Trustee all its rights, title, interest and benefit, present and future, in and to each of the Incoming Properties title to which is registered at the Land Registry.

3. TERMS OF TRUST DEED

The Trust Deed and this Deed of Sub-Charge and Assignment shall henceforth be read and construed together as one document and all provisions of the Trust Deed, insofar as the context so requires, shall be deemed to be incorporated in this Deed of Sub-Charge and Assignment.

4. MEMORANDUM

A Memorandum of the Deed of Sub-Charge and Assignment shall be endorsed by the Issuer on the Trust Deed and by the Trustee on the duplicate thereof.

5. THE LAND REGISTRY

The Borrower shall, promptly upon the execution of this Deed of Sub-Charge and Assignment, apply to the Chief Land Registrar for a restriction in the terms of sub-paragraph (a) and a note to the effect of sub-paragraph (b) to be entered on the Register of Title of each of the Incoming Properties (the title to which is registered at the Land Registry) and in respect of any other registered title(s) against which this Deed of Sub-Charge and Assignment may be noted:

- (a) "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Sub-Charge dated 12th February 2019 in favour of Prudential Trustee Company Limited referred to in the charges register or their conveyancer.
- (b) The Land charged is held by or on trust for a charity by the proprietor and the charity is an exempt charity."
- (c) The proprietor of the Sub-Charge dated 12th February 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

For the avoidance of doubt, the expression "**land charged**" shall have the same meaning as the expression "**Incoming Properties**" and the expression "**the proprietor**" shall have the meaning as the expression "**the Borrower**".

6. POWER OF ATTORNEY

The Borrower by way of security irrevocably and severally appoints the Trustee (and/or any receiver(s) of the Trustee and any of its/their delegates or sub-delegates) to be its attorney to take any action which the Borrower is obliged to take under this deed. The Borrower ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

7. BORROWER

The Borrower has joined in this Deed of Sub-Charge and Assignment for the purposes of clauses 5 and 6 and to confirm its concurrence with the transaction effected by this Deed of Sub-Charge and Assignment.

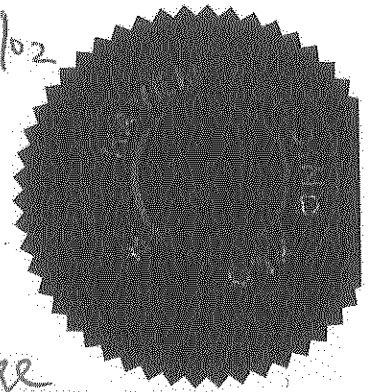
IN WITNESS whereof this Deed of Sub-Charge and Assignment has been executed as a deed and delivered on the day and year first above written.

HM12/18/02

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EXECUTED as a Deed and Delivered
on the date set out above by
HAVEN FUNDING PLC by:

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)
)



Terence Edge
FUNDING PLC

Director

Colin Burke

DIRECTOR / Secretary

COLIN BURKE

EXECUTED as a DEED by affixing the Common
Seal
of PRUDENTIAL TRUSTEE
COMPANY LIMITED in the presence of:

)
)
)

Sealing Officer

THE SEAL of HYDE HOUSING ASSOCIATION
LIMITED
was affixed to this Deed of Sub-Charge
and Assignment in the presence of:

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EXECUTED as a Deed and Delivered)
on the date set out above by)
HAVEN FUNDING PLC by:)

.....
Director

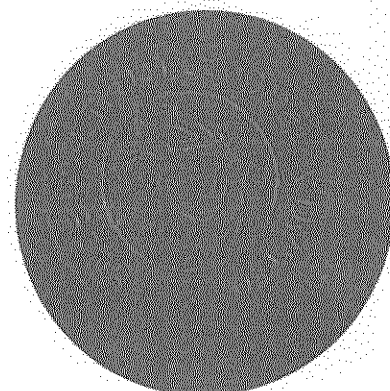
.....
Secretary

EXECUTED as a DEED by affixing the Common)
Seal)
of PRUDENTIAL TRUSTEE)
COMPANY LIMITED in the presence of:



D W Thevathason

Sealing Officer



THE SEAL of HYDE HOUSING ASSOCIATION)
LIMITED)
was affixed to this Deed of Sub-Charge)
and Assignment in the presence of:)

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EXECUTED as a Deed and Delivered
on the date set out above by
HAVEN FUNDING PLC by:

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.....
Director

.....
Secretary

EXECUTED as a DEED by affixing the Common
Seal
of PRUDENTIAL TRUSTEE
COMPANY LIMITED in the presence of:

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)
)

Sealing Officer

THE SEAL of HYDE HOUSING ASSOCIATION
LIMITED
was affixed to this Deed of Sub-Charge
and Assignment in the presence of:

) *[Signature]*
)
)
) *[Signature]*

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