

THIS AGREEMENT is made on the day of 2014

BETWEEN:

(1) LEEDS CITY COUNCIL of Civic Hall, Leeds, LS1 1UR (“the Council”);

and

(2) WEST NORTH WEST HOMES LEEDS LIMITED (Company No: 06031549) whose registered office is at Westfield Chambers, Lower Wortley Road, Leeds LS12 4PX, EAST NORTH EAST HOMES LEEDS LIMITED (Company No: 06031596) whose registered office is at Tribeca House, 71 Roundhay Road, Leeds LS7 3BE and AIRE VALLEY HOMES LEEDS LIMITED (Company No: 06031620) whose registered office is at Navigation House, 8 George Mann Road, Quayside Business Park, Leeds LS10 1DJ (“the ALMOs”).

Whereas:

- (a) The ALMOs are all companies limited by guarantee and not having a share capital which were established by the Council in order to undertake certain housing management functions of the Council pursuant to Section 27 of the Housing Act 1985.
- (b) The Council entered into Management Agreements dated 22 July 2008 with the ALMOs whereby the ALMOs agreed to undertake such housing management functions on the terms and conditions set out therein.
- (d) The Council and the ALMOs have agreed that the Management Agreements terminated on 30 September 2013. All employees of the ALMOs transferred to the Council on 1 October 2013.
- (e) The Council and the ALMOs agreed that all remaining assets and liabilities of the ALMOs should now be returned or transferred to the Council as provided or recorded in this Agreement, and that arrangements should be made for the strike-off and dissolution of the ALMOs as set out in this Agreement.

IT IS AGREED as follows:

1 Contracts

- 1.1 The ALMOs transfer and assign to the Council as from 1 April 2014 all of their respective rights and liabilities under the contracts specified in Schedule 1 (“the Formal Contracts”), and in consideration of such transfer and assignment by the ALMOs the Council agrees to be bound by the terms of the Formal Contracts from the date of this Agreement in the same way as if the Council were a party to the Formal Contracts in lieu of the ALMOs.
- 1.2 The ALMOs will not enter into or agree any new contract or agreement, or other legally binding arrangement without the prior written consent of the Council.
- 1.3 In the event that any ALMO has entered into any contract, licence, service level agreement, partnership arrangement, agreement, quasi-contract or memorandum of

understanding which is legally binding on such ALMO (and which is not specified in Schedule 1 as a Formal Contract), the ALMO will at the request of the Council take all steps necessary to transfer and assign their respective rights and liabilities under the same to the Council, subject to the Council agreeing to be bound by the terms of the same in the same way as if the Council were a party to the same in lieu of the ALMO.

2. Equipment and Assets

2.1 On 30 September 2013 the ALMOs transferred and assigned as legal and beneficial owner or returned (as the case may be) to the Council absolutely at no cost to the Council all equipment and assets held by the ALMOs of whatever nature (including any intellectual property rights and any data held by the ALMOs) which were used by the ALMOs in discharging their obligations under the Management Agreements (collectively "Assets"), whether such Assets were originally supplied to the ALMOs by the Council or subsequently created, acquired or purchased.

2.2 On 1 April 2014 the ALMOs transferred to the Council absolutely as legal and beneficial owner all residual financial balances and reserves.

2.3 The ALMOs agree that at the request of the Council they will do any further act or thing necessary to vest all title right and interest in the Assets and all residual financial balances and reserves in the Council absolutely as legal and beneficial owner.

3. Agreement and Declaration

3.1 It is agreed and declared that all Formal Contracts, Assets, and all residual financial balances and reserves transferred and assigned or returned (as the case may be) to the Council as aforesaid will continue to be used by the Council in the discharge of its housing management functions pursuant to Part II of the Housing Act 1985.

4. Outstanding Fees and Taxes

4.1 The Council agrees to pay and discharge any outstanding Corporation Tax for which the ALMOs are liable, or may become liable.

4.2 The Council agrees to pay and discharge any outstanding audit fees for which the ALMOs are liable, or may become liable.

5. Strike Off and Dissolution

5.1 The Council and the ALMOs will take all necessary steps in a timely manner to achieve the striking off and dissolution of the ALMOs by the Registrar of Companies.

THE COMMON SEAL of WEST NORTH WEST HOMES LEEDS LIMITED
was hereunto affixed in the presence of

THE COMMON SEAL of EAST NORTH EAST HOMES LEEDS LIMITED
was hereunto affixed in the presence of

THE COMMON SEAL of AIRE VALLEY HOMES LEEDS LIMITED
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SCHEDULE 1

Formal Contracts