



**Registration of a Charge**

Company Name: **HH NO.1 LIMITED**

Company Number: **09123811**



XBXH4KNC

Received for filing in Electronic Format on the: **16/02/2023**

**Details of Charge**

Date of creation: **10/02/2023**

Charge code: **0912 3811 0067**

Persons entitled: **U.S. BANK TRUSTEES LIMITED AS SECURITY AGENT**

Brief description: **THE WHOLE OF THE LAND REGISTERED AT THE LAND REGISTRY WITH PROPERTY REFERENCE NUMBER P011937, WHICH SUCH LAND INCLUDES THE INDIVIDUAL PROPERTY KNOWN AS 8 STATION ROAD AND SUCH FURTHER LAND AS LISTED IN THE ANNEX TO THE SECURITY AGREEMENT.**

**Contains fixed charge(s).**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9123811

Charge code: 0912 3811 0067

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th February 2023 and created by HH NO.1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th February 2023 .

Given at Companies House, Cardiff on 20th February 2023

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**

This Deed is made on 10 February 2023

between:

- (1) **HH NO. 1 LIMITED**, a public limited company incorporated under the laws of England and Wales (registered number: 09123811) whose registered office is at 6 Wellington Place, Fourth Floor, Leeds, England, LS1 4AP (the "**Chargor**"); and
- (2) **U.S. BANK TRUSTEES LIMITED**, a private limited company incorporated under the laws of England and Wales (registered number: 02379632) whose registered office is at Fifth Floor, 125 Old Broad Street, London EC2N 1AR (the "**Security Agent**", which expression, where the context so admits, includes any other Security Agent for the time being of this Deed).

**WHEREAS:**

- (A) The Chargor has entered into a security deed dated 19 May 2021 (the "**Security Deed**") between the Chargor, HHA No.1 Limited, HH No. 1 Holdings Limited and the Security Agent.
- (B) The Chargor has agreed to enter into this Security Agreement.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (D) This Security Agreement is supplemental to the Security Deed.

It is agreed as follows:

## **1 Interpretation**

- 1.1** Terms defined in the Security Deed have the same meaning in this Security Agreement unless given a different meaning in this Security Agreement. This Security Agreement is both a Security Document and a Finance Document as referred to in the Note Purchase Agreement.
- 1.2** The provisions of Clause 1 (*Interpretation*), Clause 2 (*Covenant to Pay; Demands; Payments*), Clause 3 (*Declaration of Trust*), Clause 6 (*Release and Reassignment*), Clause 7 (*Provisions relating to Security*), Clause 8 (*Restrictions on other Security*), Clause 10 (*Real Property*), Clause 11 (*Bank Accounts*), Clause 12 (*Permitted Investments*), Clause 13 (*Enforcement of Security*), Clause 14 (*Receiver*), Clause 15 (*Delegation*), Clause 16 (*Preservation of Security*), Clause 17 (*Power of Attorney*), Clause 18 (*Application of Proceeds*), Clause 19 (*Fees, Expenses and Indemnities*), Clause 20 (*Changes to Parties*), 21 (*Miscellaneous*), Clause 22 (*Partial Invalidity*), Clause 23 (*Notices*) and Clause 24 (*Modification and Waiver*) of the Security Deed apply to this Security Agreement as though they were set out in full in this Security Agreement except that references to **this Deed** shall be construed as references to this Security Agreement.
- 1.3** The rights, obligations, liabilities, responsibilities, protections, powers, exoneration of, and exercise and any discretion and standard care to be expected from, the Security Agent are in each case subject to the Security Deed and, in the event of conflict between this Security Agreement and the Security Deed, the Security Deed will prevail in all respects.

## 2 **Property Security**

The Chargor, with full title guarantee and as continuing security for the payment and discharge of all Secured Liabilities, hereby:

- (a) charges by way of first equitable mortgage (which shall take effect as an equitable mortgage until the requisite registrations have been made by the Chargor following an Event of Default as described in the Note Purchase Agreement and Clause 10 of the Security Deed, and thereafter as a first legal mortgage) all the Property referred to in the Annex to this Deed together with all buildings and Fixtures, erections and structures thereon or in the course of construction thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;
- (b) charges by way of first fixed charge all fixed plant and machinery now or in the future owned by the Chargor and its interest in any fixed plant or machinery in its possession, in each case which form part of the Mortgaged Property;
- (c) charges by way of first fixed charge all benefits, rights, title and interest from time to time in and to any Insurances;
- (d) charges by way of first fixed charge all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business so far as it relates to the Fixed Security Assets or the use of any of the Fixed Security Assets specified in Clauses 2(a) and 2(b) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (e) charges by way of first fixed charge (if and in so far as the assignments set forth in the remainder of this Clause 2 shall for any reason be ineffective assignments), the assets referred to in those Clauses, all debts and all related rights;
- (f) assigns by way of security all of its rights, title and interest from time to time in the personal agreements and covenants by the tenants, lessees (which includes for these purposes the Registered Provider), licensees or other parties under the Letting Documents and by all guarantors and all security held by the Chargor from time to time, whether present or future, in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith) and all assigned rights;
- (g) assigns by way of security all of its rights, title and interest from time to time in all agreements, now or from time to time entered into or to be entered into for the sale, letting or other disposal or realisation of the whole or any part of the Fixed Security Assets (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith);
- (h) assigns by way of security all of its rights, title and interest from time to time in all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargor to perfect its rights under each such agreement, contract, deed, licence, undertaking, guarantee, covenant,

warranty, representation or other document) entered into by or given to the Chargor in respect of the Mortgaged Properties and all claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Mortgaged Properties;

- (i) assigns by way of security all of its rights, title and interest from time to time in all licences held now or in the future in connection with each Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor in relation to each Mortgaged Property;
- (j) assigns by way of security all of its rights, title and interest from time to time in all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on each Mortgaged Property;
- (k) assigns by way of security all of its rights, title and interest from time to time in all guarantees, warranties, bonds and representations given or made or which may be given or made by and any rights or remedies against all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of each Mortgaged Property; and
- (l) assigns by way of security all of its rights, title and interest from time to time in all rental income and disposal proceeds unless already assigned pursuant to Clauses 2(f), 2(g) and 2(h) above in each case relating to the Mortgaged Properties specified therein and the right to make demand for and receive the same,

in each case on terms that the Security Agent shall hold the proceeds of such Security for itself and on trust for the Noteholders and the other Secured Parties, subject to the provisions of, and the order of priority provided for in, Clause 18 of the Security Deed; *provided always that*, unless and until an Enforcement Event has occurred (but subject to the terms of the Finance Documents), the Chargor shall be entitled to exercise all its rights and claims under or in connection with the agreements and covenants referred to in Clauses 2(f) to 2(l) above; *and provided further that*, the Security Agent shall not require the Chargor to give any notice of assignment thereof to any Person unless and until an Enforcement Event has occurred.

### **3 Notice of Assignment**

The Chargor shall, following the occurrence of an Enforcement Event, promptly after a request by the Security Agent, serve notice on any person referred to in Clause 2 upon whom the Chargor can be required to serve notice pursuant thereto, in such form as the Security Agent may require.

### **4 Representations, Warranties and Covenants**

The provisions of Clause 9 of the Security Deed apply to this Security Agreement as though they were set out in full in this Security Agreement and given as at the date of this Security Agreement.

### **5 Miscellaneous**

With effect from the date of this Security Agreement:

- (a) the Security Deed will be read and construed as one document with this Security Agreement (but so that the Security created under this Security Agreement will be created on the date of this Security Agreement);
- (b) any reference in the Security Deed to "this Deed" and similar phrases will include this Security Agreement and all references in the Security Deed to any relevant schedule to the Security Deed (or any part of it) will include a reference to the Annex to this Security Agreement (or relevant part of it); and
- (c) the Chargor agrees to all matters provided for in this Security Agreement.

## **6 Governing Law and Jurisdiction**

**6.1 Governing Law:** This Security Agreement and any non-contractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

**6.2 Submission to Jurisdiction:** The courts of England and Wales are to have jurisdiction to settle any disputes that may arise out of or in connection with this Security Agreement and accordingly any legal action or proceedings arising out of or in connection with this Security Agreement ("**Proceedings**") may be brought in such courts. The Chargor irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause 6.2 is for the benefit of the Security Agent and shall not limit its right to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

## **7 Counterparts**

This Security Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Security Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

### Annex to Security Agreement Mortgaged Property

The whole of the land registered at the Land Registry under the title number listed below, which titles include the individual properties detailed below.

Property Reference Number	Development (text)	Plot No.	Completion Date - Transfer/Superior Lease	Parent / Development Title Number	Pending Title No - Transfer/Superior Lease
P011937	8 Station Road		03/10/2022	NN121972	
P004233	Peerfields (Phase 2), Chilton, Durham	Plot 360	14/10/2022	DU373754	DU391139
P010126	Charles Court 26		21/10/2022		
P010133	Green Valley Meadows	Plot 11	24/10/2022	DN688988	DN754002
P011879	Holly Place	11	25/10/2022	SY866668	SY866668
P011903	Lowe House	2	25/10/2022	HD595766	HD595766
P011904	Lowe House	5	25/10/2022	HD595151	HD595151
P011929	Uplands Place	38	25/10/2022	CB465183 pending	CB465183
P010139	Uplands - Leasehold	Plot 3	26/10/2022	DY684473, DY289515	DY568069
P010137	Uplands - Freehold	Plot 1	26/10/2022	DY168473	DY568064
P010142	Uplands - Leasehold	Plot 6	26/10/2022	DY168473	DY568075
P010141	Uplands - Leasehold	Plot 5	27/10/2022	DY168473	DY568073
P010138	Uplands	Plot 2	27/10/2022	DY168473	DY568066
P010140	Uplands	Plot 4	27/10/2022	DY168473	DY568071
P011473	Edwalton Fields (Vistry 2020)	Plot 4002	28/10/2022	NT559343	NT576613
P011474	Edwalton Fields (Vistry 2020)	Plot 4003	28/10/2022	NT559343	NT576616
P010121	Charles Court 8		13/12/2022		
P009975	Easton Lodge (Lock Place)	Plot A.2.01 (23)	21/12/2022	MX297751	not yet registered
P010134	Green Valley Meadows	Plot 12	22/12/2022	DN688988	
P004232	8 Mason Gardens		30/06/2022	DU389598	
P008083	35 Elizabeth Drive		27/05/2022	NT572585	
P008541	6 Railway Crescent		30/06/2022	DT470349	
P008674	15 Gittins Park		08/07/2022	SF679840	
P009052	23 Barley Close Cam Dursley		29/04/2022	GR464780	
P009352	2 Feaver Drive		31/05/2022	TT140844	

P010130	21 Rosebud Way Doncaster		29/04/2022	SYK699787	
P010144	1 Fife Way		15/06/2022	TT141594	
P010146	3 Fife Way		29/04/2022	TT139937	
P010147	4 Fife Way		13/05/2022	TT140473	
P010148	5 Fife Way		09/06/2022	TT141260	
P010149	6 Fife Way		10/06/2022	TT141143	
P010150	7 Fife Way		03/05/2022	TT139934	
P010152	9 Fife Way		29/06/2022	TT142594	
P010155	3 Matlock Close		24/06/2022	TT141837	
P010157	5 Matlock Close		01/06/2022	TT141102	
P011451	9 Hungerhill Road		30/06/2022	SL277705	
P011639	6 Weston Avenue		27/06/2022	BD195953	



**THIS DEED** has been executed and delivered as a deed on the date stated at its beginning.

**HH NO.1 LIMITED**  
(as *Chargor*)



By its Attorney, ,  
Under a Power of Attorney Dated 14 June 2022

Jonathan Conway  
.....

In the presence of:  
Witness's signature



Name: NAVIN GUNASAGRAN  
Position/Occupation: CORPORATE FINANCE MANAGER  
Address:



**U.S. BANK TRUSTEES LIMITED**  
(as Security Agent)

By two authorised signatories:



Name: MICHAEL LEONG  
Title: AUTHORISED SIGNATORY



Name: Kamal Hussein  
Title: Authorised Signatory