



Registration of a Charge

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

Company Number: **09123811**



Received for filing in Electronic Format on the: **24/01/2024**

XCVDD229

Details of Charge

Date of creation: **16/01/2024**

Charge code: **0912 3811 0071**

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

Brief description: **THE WHOLE OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER AGL607860, WHICH TITLE INCLUDES THE INDIVIDUAL PROPERTY KNOWN AS DOVER COURT PLOT NUMBER 6 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 0071

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2024 and created by HH NO.1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2024 .

Given at Companies House, Cardiff on 24th January 2024

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 **16 January 2024**

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.

PRN	Unit Name (HR) / Address (YH)	Plot Number	Heylo Acquired Date (Actual)	Pending Title Number
P009954	Dover Court	6	13/10/2023	AGL607860
P009955	Dover Court	7	13/10/2023	AGL607861
P013493	The Green	81	19/10/2023	NT585009
P011659	Oakland Park	7	26/10/2023	NYK508482
P010558	The Bridleway	9	27/10/2023	TP1 - DU395919 RP Lease - DU395925
P013492	The Green	80	27/10/2023	NT585117
P013827	St Mary's Garden Village	294	27/10/2023	HE73851
P010412	Holland House Farm	11	07/11/2023	LAN281169
P010413	Holland House Farm	12	07/11/2023	LAN281174
P010414	Holland House Farm	13	07/11/2023	LAN281176
P010415	Holland House Farm	14	07/11/2023	LAN281303
P009795	Newchurch Meadows	22	10/11/2023	LAN281695
P013768	Flora Gardens	D402	10/11/2023	AA65212
P013771	Flora Gardens	D502	10/11/2023	AA65206
P013832	St Mary's Garden Village	328	14/11/2023	HE73926
P013834	St Mary's Garden Village	330	14/11/2023	HE73933
P009524	Flora Gardens	D603	16/11/2023	AA65005
P013833	St Mary's Garden Village	329	16/11/2023	HE73929
P013471	Swinford Meadow	11	17/11/2023	LT551105
P003540	Highgrove Park	140	24/11/2023	
P011109	Feltham Court	14	24/11/2023	
P012110	Levens View	83	24/11/2023	
P013835	St Mary's Garden Village	331	24/11/2023	HE73975
P013489	The Green	55	30/11/2023	
P013494	St Andrews Heights	9	30/11/2023	
P011948	Waterside Meadows	14	01/12/2023	LAN282067
P013765	Flora Gardens	D301	04/12/2023	AA65901
P013775	Flora Gardens	D701	07/12/2023	AA65904
P013697	Belgrave Village	7.07	15/12/2023	
P009969	Easton Lodge	A.1.03	21/12/2023	
P011661	Oakland Park	16	21/12/2023	
P011662	Oakland Park	17	21/12/2023	
P013762	Flora Gardens	D202	21/12/2023	
P011949	Waterside Meadows	38	18/12/2023	

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

HH NO.1 LIMITED
(as *Chargor*)

By:

DocuSigned by:
[Redacted Signature]
735E0FAC22A4F0...

Name: **Jonathan Conway**

Director, acting on the authority of that
company

In the presence of:

Witness's signature:

DocuSigned by:
[Redacted Signature]
92BEDAF1B7C547F...

Name: **ISABELLA FLORENCE BARBER**
Position/Occupation: **HEAD OF CONTRACTS**
Address: [Redacted Address]

☒ I confirm that I was present at the time of
signing.

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

By two authorised signatories:

DocuSigned by:
[Redacted Signature]
45204045441747B...

Name: **MICHAEL LEONG**
Title: **AUTHORISED SIGNATORY**

DocuSigned by:
[Redacted Signature]
5C36D99FDB3248D...

Name: **Kamal Hussein**
Title: **Authorised Signatory**