



Registration of a Charge

Company Name: **ONE SMALL THING**

Company Number: **11516337**



Received for filing in Electronic Format on the: **30/10/2023**

XCF90HTL

Details of Charge

Date of creation: **27/10/2023**

Charge code: **1151 6337 0005**

Persons entitled: **SOCIAL AND SUSTAINABLE HOUSING LP**

Brief description: **THE FREEHOLD PROPERTY BEING 73 WILTON AVENUE, SOUTHAMPTON SO15 2HB AS REGISTERED AT LAND REGISTRY WITH TITLE NUMBER HP144103**

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: **BLAKE MORGAN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11516337

Charge code: 1151 6337 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2023 and created by ONE SMALL THING was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2023 .

Given at Companies House, Cardiff on 31st October 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**

SUPPLEMENTAL SECURITY AGREEMENT

ONE SMALL THING

and

**SOCIAL AND SUSTAINABLE HOUSING LP (acting through its General Partner, Social and Sustainable
Capital Investments Limited)
as Lender**

relating to

[Insert name of Property]

73 Wilton Avenue Southampton SO15 2HB

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THIS DEED is dated 27 October 2023 and is made

BETWEEN:

- (1) **ONE SMALL THING** incorporated and registered in England and Wales with company number 11516337 whose registered office is at One Small Thing, C/O We Work New Kings Beam House, 22 Upper Ground, London SE1 9PD (the **Chargor**); and
- (2) **SOCIAL AND SUSTAINABLE HOUSING LP** (acting through its General Partner, **SOCIAL AND SUSTAINABLE CAPITAL INVESTMENTS LIMITED**), registered in England and Wales with registered number LP020156 whose registered office is at 4th Floor Phoenix House, 1 Station Hill, Reading, Berkshire, United Kingdom, RG1 1NB as lender (the **Lender**).

BACKGROUND:

- (A) Under a security agreement dated 15 February 2023 between the Chargor and the Lender (the **Original Security Agreement**), the Chargor charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of the Chargor under the Finance Documents.
- (B) In accordance with the Facility Letter, the Chargor has acquired an additional Property (as defined below) and, accordingly, the Chargor has agreed to enter into this Deed in connection with the Facility Letter (as defined below).
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Construction

- 1.1.1** Capitalised terms defined in the Original Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- 1.1.2** The provisions of clause 2.2 (*Interpretation*) and clause 2.3 (*Construction*) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Letter will be construed as references to this Deed.
- 1.1.3** Unless a contrary indication appears, a reference in this Deed to:

- (a) the **Lender, the Chargor, the Secured Parties** or any other person shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests;
- (b) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- (c) any **rights** in respect of a Charged Property includes:
 - (i) the proceeds of sale of any part of that asset;
 - (ii) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
 - (iii) all rights, benefits, demand, claims, contracts, warranties, power, remedies, causes of action, security, guarantees, indemnities or covenants for title in respect of that asset; and
 - (iv) any monies and proceeds paid or payable in respect of that asset, in each case in respect of or derived from that Charged Property;
- (d) the term **this Security** means any Security created by this Deed; and
- (e) (unless otherwise stated) references in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed.

1.1.4 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.1.5 The terms of the other Finance Documents and of any other agreement or instrument between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.1.6 If the Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.1.7 Unless the context otherwise requires, a reference to a Charged Property includes the proceeds of any disposal of that Charged Property.

1.1.8 Unless expressly provided to the contrary in a Finance Document, a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of this Deed.

1.1.9 Notwithstanding any term of any Finance Document, the consent of any person who is not a party is not required to rescind or vary this Deed at any time.

1.1.10 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to clause 1.1.9 above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

2.1.1 The Chargor undertakes to the Lender that it shall duly, unconditionally and promptly pay and discharge the Secured Obligations in the manner provided for in the Finance Documents evidencing such Secured Obligations.

2.1.2 All the security created under this Deed:

- (a) is created in favour of the Lender;
- (b) is created over present and future assets of the Chargor except any Excluded Property;
- (c) is security for the payment of all the Secured Obligations; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Land

2.2.1 The Chargor charges by way of a first legal mortgage with full title guarantee the real property specified in Schedule 1 (*Real Property*) (the **Real Property**).

2.2.2 A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Confirmation

The Chargor confirms that, as security for the payment of the Secured Obligations:

- 2.3.1** it has charged in favour of the Lender by way of first fixed charge the assets relating to the real property specified in Schedule 1 (*Real Property*) and referred to in clause 4.4 (*Rent Account*) of the Original Security Agreement; and
- 2.3.2** it has assigned to the Lender by way of security the assets relating to the real property specified in Schedule 1 (*Real Property*) and referred to in clauses 4.3 (*Insurances*) and 4.5 (*Leases*) of the Original Security Agreement.

3. INCORPORATION

The provisions of clause 5 (*Restrictions on Dealings*) to 30 (*Execution by the Chargor*) (other than clause 6.4 (*Application to the Land Registry*)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. LAND REGISTRY

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Real Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of SOCIAL AND SUSTAINABLE HOUSING LP (acting through its General Partner, SOCIAL AND SUSTAINABLE CAPITAL INVESTMENTS LIMITED) referred to in the charges register or their conveyancer."

5. CONTINUATION

- 5.1.1** Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- 5.1.2** References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.
- 5.1.3** This Deed is designated a Finance Document.

6. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

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

SCHEDULE 1**REAL PROPERTY****Part I - Registered Land**

(Freehold or leasehold property (if any) in England and Wales of which the
Chargor is registered as the proprietor at the Land Registry)

Address of Property	Title Number	Freehold / leasehold	Date / Term / Parties to lease
73 Wilton Avenue Southampton SO15 2HB	HP144103	Freehold	

[None at the date of this Deed.]

Part II - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land
Registry of which the Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s)
of title:

Description	Date	Document	Parties

[None at the date of this Deed.]

SIGNATURES

THE CHARGOR

EXECUTED as a DEED
by ONE SMALL THING acting by a director

DocuSigned by:


B23697C8E0A9413...

Director
Laurie Hunte
.....

Name of Director

In the presence of:

Witness signature

DocuSigned by:

F65865G700C1426

Scott Rodgers

Witness name:

28 salters Road, London, E17 3PQ

Witness address:


.....
University Reader

Witness occupation:

THE LENDER

SOCIAL AND SUSTAINABLE CAPITAL INVESTMENTS LIMITED (acting as General Partner on behalf of SOCIAL AND SUSTAINABLE HOUSING LP)

By:)

DocuSigned by:

33B39081BD454D1...

Signature of Authorised Signatory
Justyna Bailey
.....

Name of Authorised Signatory

SIGNATURES

THE CHARGOR

EXECUTED as a DEED
by ONE SMALL THING acting by a director

DocuSigned by:
Samantha Horne
Z5E5DBA25EDEF40E.....

Director
Samantha Horne
.....

Name of Director

In the presence of:

Witness signature

DocuSigned by:
Sylvia Parker
10CB71AF0680415.....

sylvia Parker

Witness name:

21 White Horse RD E6 6DR

Witness address:

.....
Accountant

Witness occupation:

THE LENDER

SOCIAL AND SUSTAINABLE CAPITAL INVESTMENTS LIMITED (acting as General Partner on behalf of SOCIAL AND SUSTAINABLE HOUSING LP)

By:)

.....
Signature of Authorised Signatory

.....
Name of Authorised Signatory