



Registration of a Charge

Company name: **EHP (LISS) LIMITED**

Company number: **12360628**

Received for Electronic Filing: **23/06/2020**



X97S457U

Details of Charge

Date of creation: **18/06/2020**

Charge code: **1236 0628 0001**

Persons entitled: **HSBC UK BANK PLC AS SECURITY AGENT**

Brief description: **THE PROPERTY KNOWN AS FIELD VIEW, FARNHAM ROAD, LISS, HAMPSHIRE, GU33 6JG REGISTERED WITH TITLE NUMBERS SH27225 AND SH41490 FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME.**

Contains fixed charge(s).

Contains floating 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:

DAVID PARRY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12360628

Charge code: 1236 0628 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th June 2020 and created by EHP (LISS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2020 .

Given at Companies House, Cardiff on 24th June 2020

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**

Date: 19 June 2020
Eversheds Sutherland (International) LLP

Security Agreement Accession Deed

This Deed is made on 18 June 2020 between:

- (1) **EHP (LISS) LIMITED**, a company incorporated in England and Wales with company number 12360628 (the "**New Chargor**");
- (2) **EHP BOTTOMCO LIMITED**, registered in Jersey (registered number 125597) for itself and as agent for and on behalf of each of the other Chargors defined as such in the Security Agreement referred to below, (the "**Parent**"); and
- (3) **HSBC UK Bank PLC** in its capacity as trustee for the Secured Parties (the "**Security Agent**").

1. INTERPRETATION

1.1 In this Deed, the "**Security Agreement**" means a security agreement dated 29 March 2018 and made between, amongst others, the Parent, each of the other Chargors and the Security Agent.

1.2 Unless a contrary indication appears:

1.2.1 each term used in this Deed which is defined in the Security Agreement or the definition of which is incorporated by reference into the Security Agreement shall have the same meaning as applies in the Security Agreement; and

1.2.2 the principles of construction set out or referred to in clause 1.2 (*Construction*) of the Security Agreement shall apply also (where relevant) to this Deed.

2. REPRESENTATIONS

The New Chargor warrants and represents to the Security Agent that it is a member of the Parent's Group.

3. AGREEMENT TO ACCEDE

The New Chargor agrees to accede and become a party to and to be bound by the terms of the Security Agreement as a Chargor with effect from the date of this Deed (the "**Effective Date**").

4. EFFECT OF ACCESSION

On and after the Effective Date, the Security Agreement shall be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date).

5. SECURITY

5.1 Security over all assets

5.1.1 The New Chargor and the Parent grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in clause 3 (*Grant of Security*) of the Security Agreement.

5.1.2 The New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Security Agreement or of any other Party's execution of the Security Agreement or any other Deed of Accession, or by any

avoidance, invalidity, discharge or release of any Security contained in the Security Agreement or in any other Deed of Accession.

5.2 **Specific Security** - Without limiting the generality of Clause 5.1 (*Security over all assets*) or of the Security Agreement, the New Chargor and the Parent, as a continuing security for the payment, discharge and performance of the Secured Liabilities charges in favour of the Security Agent:

5.2.1 by way of first legal mortgage, all its Property, identified in Part I Schedule 1 (*Details of Secured Property*) to this Deed;

5.2.2 by way of first fixed charge, all the Shares listed in Part II Schedule 1 (*Details of Secured Property*) to this Deed;

5.2.3 by way of first fixed charge, all of its Insurances listed in Part III Schedule 1 (*Details of Secured Property*) to this Deed, to the extent not effectively assigned under clause 5.2,

and as a continuing security for the payment, discharge and performance of the Secured Liabilities assigns and agrees to assign in favour of the Security Agent all of its right, title and interest (if any) in and to each of the Insurances including those listed in Part III of Schedule 1 (*Details of Secured Property*) and the contracts and agreements specified in Part IV Schedule 1 (*Details of Secured Property*) to this Deed, each of which is deemed to be included in the definition of "Assigned Agreements" and "Insurances" for the purposes of the Security Agreement.

6. **AGREEMENT AND CONSENT BY CHARGORS**

The Parent, for itself and as agent for and on behalf of all other Chargors under the Security Agreement, agrees and consents to all matters provided for in this Deed.

7. **CONSTRUCTION**

The Security Agreement shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Security Agreement and this Deed shall be read as one and so that references in the Security Agreement to "**this Deed**", and similar phrases shall be deemed to include this Deed.

8. **THIS DEED**

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

8.2 The New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to the Parent or any other member of the Group on the terms agreed in the Finance Documents.

8.3 The Agent and the Parent designate this Deed as a Finance Document.

8.4 This Deed and every counterpart is the property of the Security Agent.

This Deed is made and delivered as a deed on the date stated above.

SCHEDULE 1

Details of Secured Property

Part I Real Property

Address/description of the Real Property	Registered Proprietor	Title number
Field View, Farnham Road, Liss, Hampshire, GU33 6JG	EHP (Liss) Limited	SH27225 and SH41490

Part II Specified Shares

Name of Chargor	Name of company whose shares are held	Registration number (or equivalent, if any) of the company whose shares are held	Number and class of shares
EHP Bottomco Limited	EHP (Liss) Limited	12360628	100 Ordinary shares of £1 each

Part III Insurances

Name of Chargor	Brief description of policy, including policy number	Expiry Date of policy	Insurance company or underwriter (including address for service of notices)
EHP (Liss) Limited	Property owners – Policy number WA39960B000	28 March 2021	Royal & Sun Alliance Insurance plc St Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL
EHP (Liss) Limited	Terrorism - FC0273020	28 March 2021	Brit Syndicates Ltd The Leadenhall Building, 122 Leadenhall Street, London, England, EC3V 4AB

**Part IV
Assigned Agreements**

Name of Chargor	Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
EHP (Liss) Limited	Building Contract	16 March 2016	<p>(1) Reasch Developments Limited (now Liss Developments Limited); and</p> <p>(2) Lawrence Baker Ltd whose registered address is 4 Elm Place Old Witney Road, Eynsham, Oxford, OX29 4BD.</p>
EHP (Liss) Limited	Architect's Post-Novation Warranty	16 March 2016	<p>(1) The Partnership Trading as Omni Architects whose registered address is 11 Bridge Street, Bangor BT20 5AW; and</p> <p>(2) Reasch Developments Limited (now Liss Developments Limited); and</p> <p>(3) Lawrence Baker Ltd whose registered address is 4 Elm Place Old Witney Road, Eynsham, Oxford, OX29 4BD.</p>
EHP (Liss) Limited	Sub-Contractor's Collateral Warranty	14 March 2017	<p>(1) LA Husbands Limited whose registered address is Shelah Road, Halesowen, West Midlands, B63; and</p> <p>(2) Reasch Developments Limited (now Liss Developments Limited); and</p> <p>(3) Lawrence Baker Ltd whose registered address is 4 Elm Place Old Witney Road, Eynsham, Oxford, OX29 4BD.</p>
EHP (Liss) Limited	Sub-Contractor's Collateral Warranty	14 March 2017	<p>(1) Donaldson Timber Engineering Limited whose registered address is Donaldson House Saltire Centre, Pentland Park, Glenrothes, Fife, Scotland, KY6 2AG;</p> <p>(2) Reasch Developments Limited (now Liss</p>

			<p>Developments Limited); and</p> <p>(3) Lawrence Baker Ltd whose registered address is 4 Elm Place Old Witney Road, Eynsham, Oxford, OX29 4BD.</p>
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EXECUTION OF DEED OF ACCESSION

The New Chargor

Executed as a deed by)
EHP (LISS) LIMITED,)
acting by one director in the presence of:)

.....
**Director
Name:**

Witness signature:

Witness name:

Witness address:

The Parent

Executed as a deed by)
EHP BOTTOMCO LIMITED,)
a company incorporated in Jersey, acting by)
being a person who, in accordance with the)
laws of that territory, is acting under the)
authority of EHP Bottomco Limited, in the)
presence of:)

.....
**Director
Name:**

Witness signature:

Witness name:

Witness address:

The Security Agent

HSBC UK BANK PLC

By: 

Address:

Email:

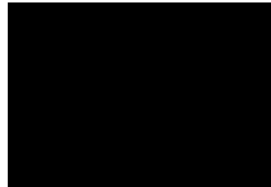
Attention:

EXECUTION OF DEED OF ACCESSION

The New Chargor

Executed as a deed by
EHP (LISS) LIMITED,
acting by one director in the presence of:

)
)
)



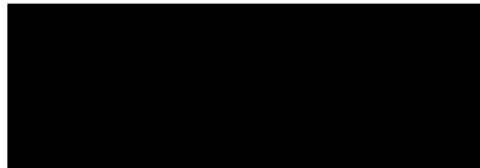
Director
Name: Helen Wetherall

Witness signature:



Witness name: **KERRI BROWN**

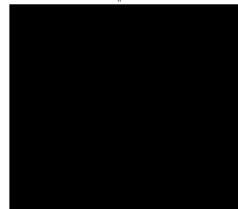
Witness address:



The Parent

Executed as a deed by
EHP BOTTOMCO LIMITED,
a company incorporated in Jersey, acting by
being a person who, in accordance with the
laws of that territory, is acting under the
authority of EHP Bottomco Limited, in the
presence of:

)
)
)



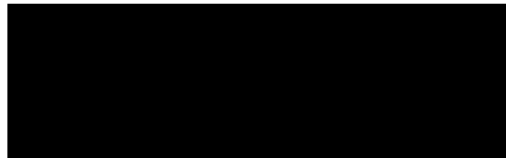
Director
Name: Helen Wetherall

Witness signature:



Witness name: **KERRI BROWN**

Witness address:



The Security Agent

HSBC UK BANK PLC

By:

Address:

Email:

Attention: