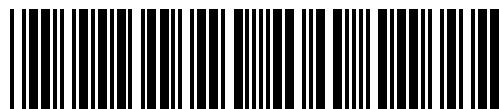




Registration of a Charge

Company Name: **HULL AND EAST YORKSHIRE MIND**

Company Number: **04936165**



Received for filing in Electronic Format on the: **11/08/2022**

XBA5T64A

Details of Charge

Date of creation: **09/08/2022**

Charge code: **0493 6165 0012**

Persons entitled: **SOCIAL AND SUSTAINABLE CAPITAL LLP (ACTING AS MANAGER ON BEHALF OF SOCIAL AND SUSTAINABLE HOUSING LP)**

Brief description: **FREEHOLD PROPERTY KNOWN AS 1 POPLAR GROVE, LORRAINE STREET, KINGSTON UPON HULL, HU8 8EW REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER HS103634.**

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: **ROLLITS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4936165

Charge code: 0493 6165 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2022 and created by HULL AND EAST YORKSHIRE MIND was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2022 .

Given at Companies House, Cardiff on 15th August 2022

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

HULL AND EAST YORKSHIRE MIND
as Chargor

and

**SOCIAL AND SUSTAINABLE CAPITAL LLP (acting as manager on behalf of SOCIAL AND SUSTAINABLE
HOUSING LP)**
as Lender

relating to

1 Poplar Grove Lorraine Street Kingston upon Hull HU8 8EW

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THIS DEED is dated 9 August 2022

and is made

BETWEEN:

- (1) **HULL AND EAST YORKSHIRE MIND** incorporated and registered in England and Wales with company number 04936165 whose registered office is at 108 Beverley Road, Hull, England, HU3 1YA (the **Chargor**); and
- (2) **SOCIAL AND SUSTAINABLE CAPITAL LLP** (acting as manager on behalf of **SOCIAL AND SUSTAINABLE HOUSING LP**), registered in England and Wales with registered number LP020156 whose registered office is at 4th Floor, Reading Bridge House, George Street, Reading, RG1 8LS as lender (the **Lender**).

BACKGROUND:

- (A) Under a security agreement dated 28 September 2021 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) the term **this Security** means any Security created by this Deed; and
- (d) (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;
- (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 to the Lender as security for the payment and discharge of the Secured Obligations the real property specified in Schedule 1 (*Real Property*) and all Related Rights (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 constituting Eligible Properties specified in Schedule 1 (*Real Property*) and referred to in clauses 4.4 (Rent Account) and 4.5 (Grant 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*) 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 ~~[date of this deed]~~ 9 AUGUST 2022 in favour of Social And Sustainable Capital LLP (acting as manager on behalf of Social and Sustainable Housing LP) 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.

7. CHARITIES ACT 2011

7.1.1 The land charged is held by the Chargor, a non-exempt charity, and this mortgage is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

7.1.2 The directors of the Chargor, being the persons who have the general control and management of its administration certify that:

7.1.2.1 they have power under the provisions establishing the charity and regulating its purposes and administration to effect this mortgage; and

7.1.2.2 they have obtained and considered such advice as is mentioned in section 124(2) of the said Act.

8. EXECUTION BY THE CHARGOR

Two directors of the Chargor are authorised to execute this deed on behalf of the Chargor and give the certifications in Clause 7.1 (Charities Act 2011) on behalf of all of the directors of the Chargor in pursuant of section 333 of the Charities Act 2011.

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 / Parties to lease
1 Poplar Grove Lorraine Street Kingston upon Hull HU8 8EW	HS103634	Freehold	N/A

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

SIGNATURES

THE CHARGOR

EXECUTED as a DEED

by **HULL AND EAST YORKSHIRE MIND** acting by

[REDACTED]

Director

and

[REDACTED]

Director

THE LENDER

SOCIAL AND SUSTAINABLE CAPITAL LLP (acting as manager on behalf of SOCIAL AND SUSTAINABLE HOUSING LP)

By:



.....
Signature of Authorised Signatory

Justyna Bailey

.....
Name of Authorised Signatory