



**Registration of a Charge**

Company name: **HH NO. 3 LIMITED**

Company number: **11159018**

Received for Electronic Filing: **21/01/2021**



X9WO4HW1

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**Details of Charge**

Date of creation: **15/01/2021**

Charge code: **1115 9018 0024**

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

Brief description: **THE WHOLE OF THE LAND REGISTERED AT THE LAND REGISTER UNDER THE PARENT TITLE NUMBER NN344088, WHICH TITLE INCLUDES THE INDIVIDUAL PROPERTY KNOWN AS MEADOWSIDE PLOT NUMBER 562 AND SUCH FURTHER LAND AS LISTED IN THE ANNEX TO THE SECURITY AGREEMENT.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 11159018

Charge code: 1115 9018 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th January 2021 and created by HH NO. 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st January 2021 .

Given at Companies House, Cardiff on 22nd January 2021

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 15 January 2021

between:

- (1) **HH No. 3 LIMITED**, a public limited company incorporated under the laws of England and Wales (registered number: 11159018) whose registered office is at 5<sup>th</sup> Floor, One New Change, London EC4M 9AF (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 deed dated 14 December 2018 (the "**Security Deed**") between the Chargor 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 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(i) 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 Security 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.

P006530	Bruneval Gardens	79	18/12/2020	HP812181
P006535	Bruneval Gardens	84	18/12/2020	HP812181

Property Reference Number	Development Name	Plot Number	Transfer/Superior Lease Completion Date	NH Title Number/Parent Title
P006690	Meadowside	562	09/10/2020	Parent Title No. NN344088
P003877	Alconbury Weald	34	16/10/2020	Parent Title No. CB442819
P003878	Alconbury Weald	35	16/10/2020	CB455417
P006623	Faringdon	63	16/10/2020	Parent Title No. ON326053
P003879	Alconbury Weald	122	19/10/2020	CB455414
P003881	Alconbury Weald	125	19/10/2020	CB455415
P003886	Alconbury Weald	130	23/10/2020	CB455416
P006592	St Georges Gate	72	23/10/2020	IW89762
P006625	Faringdon Fields	107	23/10/2020	Parent Title No. ON326053
P006680	Meadowside	474	23/10/2020	Parent Title No. NN344088
P003876	Alconbury Weald	33	26/10/2020	CB455418
P003899	Aspect	26	29/10/2020	SY873876
P006622	Faringdon Fields	15	29/10/2020	Parent Title No. ON326053
P006685	Meadowside	541	29/10/2020	Parent Title No. NN344088
P003882	Alconbury Weald	126	30/10/2020	Parent Title No. CB442819
P003883	Alconbury Weald	127	30/10/2020	Parent Title No. CB442819
P003896	Aspect	19	30/10/2020	SY873740
P005575	Roman Fields	236	30/10/2020	CB426075
P005576	Roman Fields	237	30/10/2020	CB426075
P005577	Roman Fields	240	30/10/2020	CB426075
P006621	Faringdon Fields	14	30/10/2020	Parent Title No. ON326053
P006681	The Meadowside	477	30/10/2020	Parent Title No. NN344088
P006741	Hansford Park	30	30/10/2020	Parent Title No. WK492083
P006765	Spectrum	5	30/10/2020	Parent Title No. TT89101
P006786	The Picturehouse	29	30/10/2020	Parent Title No. SY673161
P006792	The Picturehouse	36	06/11/2020	Parent Title No. SY673161
P005578	Roman Fields	241	13/11/2020	CB426075
P006624	Faringdon Fields	64	20/11/2020	Parent Title No. ON326053
P006684	Meadowside	538	20/11/2020	Parent Title No. NN344088
P006782	The Picturehouse	25	20/11/2020	Parent Title No. SY673161
P006577	Gilden Park	282	27/11/2020	EX962768
P006682	Meadowside	478	27/11/2020	Parent Title No. NN344088
P005605	Woodford Grange	179	04/12/2020	CH652050
P003455	Luna (St James)	28	08/12/2020	EX637587
P003446	Luna (St James)	6	18/12/2020	EX637587
P006529	Bruneval Gardens	78	18/12/2020	HP812181

**HH No. 3 LIMITED**  
(as Chargor)

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Name: SONATHAN COLONY

In the presence of:

Witness's signature:

Name:

MADEIRA ENSE

Position/Occupation:

Address:

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

By two authorised signatories:

120109774

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

**HH No. 3 LIMITED**

(as *Chargor*)

By:

Name:

Director, acting on the authority of that company

In the presence of:

Witness's signature:

Name:



Position/Occupation:

Address:


**U.S. BANK TRUSTEES LIMITED**

(as *Security Agent*)

By two authorised signatories:

  
  
Chris Hobbs  
Authorised Signatory

Witnessed by:

  
ADRIANA AVIZEN DE SOUZA HE  
OCCUPATION: MANAGER

C/o 125 OLD BROAD STREET, LONDON.  
EC2N 1AR