



Registration of a Charge

Company Name: **HH NO. 6 LIMITED**

Company Number: **11993284**



Received for filing in Electronic Format on the: **16/02/2022**

XAXZU97F

Details of Charge

Date of creation: **08/02/2022**

Charge code: **1199 3284 0010**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED (AS SECURITY AGENT)**

Brief description: **THE WHOLE OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER THE PARENT TITLE NUMBER ON336628, WHICH TITLE INCLUDES THE INDIVIDUAL PROPERTY KNOWN AS IRONSTONE PLACE PLOT NUMBER 69 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: 11993284

Charge code: 1199 3284 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th February 2022 and created by HH NO. 6 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th February 2022 .

Given at Companies House, Cardiff on 17th February 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**

This Deed is made on 08 February 2022

between:

- (1) **HH No.6 LIMITED**, a public limited company incorporated under the laws of England and Wales (registered number: 11993284) whose registered office is at 5th Floor, One New Change, London EC4M 9AF (the "**Chargor**"); and
- (2) **LUCID TRUSTEE SERVICES LIMITED**, a private limited company incorporated under the laws of England and Wales (registered number: 10992576) whose registered office is at 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG (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 29 January 2021 (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 Facility Agreement.
- 1.2 The provisions of Clause 1 (*Interpretation*), Clause 2 (*Declaration of Trust*), Clause 3 (*Covenant to Pay*), Clause 5 (*Release and Reassignment*), Clause 6 (*Provisions relating to Security*), Clause 7 (*Restrictions on other Security*), Clause 9 (*Real Property*), Clause 10 (*Bank Accounts*), Clause 11 (*Enforcement of Security*), Clause 12 (*Receiver*), Clause 13 (*Delegation*), Clause 15 (*Preservation of Security*), Clause 16 (*Power of Attorney*), Clause 17 (*Application of Proceeds*), Clause 18 (*Changes to Parties*), Clause 19 (*Miscellaneous*), Clause 20 (*Partial Invalidity*), Clause 21 (*Notices*) and Clause 22 (*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, benefits, exoneration of the Security Agent are in each case subject to the Security Deed and the Facility Agreement and, in the event of conflict between this Security Agreement and the

Security Deed or the Facility Agreement, the Security Deed or the Facility Agreement (as applicable) 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 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 all benefits, rights, title and interest from time to time in and to the Agreement for Surrender, the Option for Assignment and each Deed of Property Accession;
- (f) assigns absolutely by way of first ranking security, subject to a proviso for re-assignment on redemption, or, to the extent not assignable, charges by way of first fixed charge, all of its rights in respect of each Headlease;
- (g) 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 of its rights;
- (h) 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 Occupational Leases 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 Occupational Leases
(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;

- (i) 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);
- (j) 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;
- (k) 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;
- (l) 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;
- (m) 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
- (n) 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(h), 2(i) and 2(j) 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 Transaction Security for itself and on trust for the Lenders and other Secured Parties, subject to the provisions of, and the order of priority provided for in Clause 17 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(h) to 2(n) above.

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 8 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 Transaction 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.

Property Reference Number	Development Name	Plot Number	Transfer/Superior Lease Completion Date	HH Title Number
P008288	Ironstone Place	69	01/10/2021	ON336628
P007223	Williams Heath	70	01/10/2021	NYK477913
P007076	Hayfield Park	396	01/10/2021	LAN156250
P007221	Williams Heath	68	01/10/2021	NYK477913
P009162	Charlton Heights	2027	08/10/2021	GR314376
P007041	Cherry Tree Park	167	08/10/2021	CH708506
P009588	Alston Grange	223	15/10/2021	LAN208122
P009587	Alston Grange	120	20/10/2021	LAN208122
P004219	Cadley Village	92	21/10/2021	DY534246
P007042	Cherry Tree Park	182	22/10/2021	CH666809
P007044	Cherry Tree Park	184	22/10/2021	CH666809
P009261	Northfield Meadows	218	27/10/2021	NYK466219
P009213	St Mary Kingsfield	423	27/10/2021	BD316253
P009421	Whiteley Meadows	100	27/10/2021	HP826054
P009422	Whiteley Meadows	101	27/10/2021	HP826054
P008218	St John's Mead	192	28/10/2021	SK389899
P004208	Portlands	75	28/10/2021	DY543639
P009180	Falcons Lodge	75	28/10/2021	BD330912
P009178	Falcons Lodge	73	28/10/2021	BD330912
P008274	Iron Stone Place	68	29/10/2021	ON336628
P009610	The Pastures	146	29/10/2021	LA571077
P004214	Portlands	73	29/10/2021	DY543639
P004245	Summerville Village	285	29/10/2021	CE251139
P004265	Torneley Quarter	6	29/10/2021	SYK685725
P008021	Littlecombe	218	29/10/2021	GR187515
P004222	Cadley Village	147	29/10/2021	DY534246
P008620	Edwalton Fields	145	29/10/2021	NT521855
P009179	Falcon Lodge	74	29/10/2021	BD330912
P009182	Falcon Lodge	77	29/10/2021	BD330912
P009254	South Minster Pastues	84	29/10/2021	YEA90718
P008568	The Oaks	90	29/10/2021	DN691367
P008546	Monument View	163	29/10/2021	ST354010
P009214	St Mary Kingsfield	424	29/10/2021	BD316253
P009215	St Mary Kingsfield	425	29/10/2021	BD316253

P009280	Riverside Mills	52	29/10/2021	NYK127135
P009281	Riverside Mills	53	29/10/2021	NYK127135
P007707	Haygate Fields	180	29/10/2021	SL255417
P009289	Grainbeck Lane	17	01/11/2021	NYK234666
P009262	Northfield Meadows	219	05/11/2021	NYK466219
P009296	Harper's Heath	54	11/11/2021	SYK666952
P009592	Simpson Park	83	19/11/2021	NT540483
P009165	Charlton Heights	2035	19/11/2021	GR314376
P009589	Alston Grange	224	19/11/2021	LAN208122
P010100	River View	117	26/11/2021	GR296031
P007993	Egstow Park	29	26/11/2021	DY558981
P004191	Waterside Quarter	60	26/11/2021	DY558784
P008023	Littlecombe	224	26/11/2021	GR460241
P008024	Littlecombe	225	26/11/2021	GR460236
P004215	Portlands	79	26/11/2021	DY543639
P004212	Portlands	78	30/11/2021	DY558788
P004212	Portlands	78	30/11/2021	DY543639
P007993	Egstow Park	29a	30/11/2021	DY559373
P004191	Waterside Quarter	58	02/12/2021	DY558989
P007158	Lime Gardens	201	03/12/2021	NYK453709
P007225	William's Heath	107	03/12/2021	NYK477913
P007226	William's Heath	108	03/12/2021	NYK491836
P009612	Manor Kingsway	238	06/12/2021	DY530626
P008558	Church Walk	117	07/12/2021	DN564911
P008559	Church Walk	118	07/12/2021	DN564911
P009275	Heartlands	8	09/12/2021	YEA100619
P004238	Peerfields	352	10/12/2021	DU386941
P010204	St Mary's Kings Field	415	10/12/2021	BD316253
P007043	Cherry Tree Park	183	10/12/2021	CH710830
P007222	Williams Heath	69	10/12/2021	NYK492783
P009256	South Minster Pastures	131	10/12/2021	YEA100863
P008622	Edwalton Fields	390	10/12/2021	YEA100619
P008623	Edwalton Fields	391	10/12/2021	YEA91054
P009329	Finches Park	123	14/12/2021	AA36573
P007758	Priory Fields	102	14/12/2021	WS77169
P009183	Falcon's Lodge	78	16/12/2021	BD344456
P008676	Fletcher's Rise	50	17/12/2021	SF647812
P009405	Catherington Park	67	17/12/2021	SH47858
P009408	Catherington Park	70	17/12/2021	SH47858
P009412	Catherington Park	98	17/12/2021	SH47858
P010173	Cat I Th Window	119	17/12/2021	MAN246461
P010101	River View	108	17/12/2021	GR296031
P007917	St Marys Biddenham	429	17/12/2021	BD316253

P010102	River View	109	17/12/2021	GR296031
P008557	Church Walk	116	17/12/2021	DN564911
P009413	Catherington Park	99	17/12/2021	SH47858
P009411	Catherington Park	89	17/12/2021	SH47858
P008687	Blacksmith Green	6	17/12/2021	NT442294
P008688	Blacksmith Green	7	17/12/2021	NT442294
P009294	Harpers Heath	51	17/12/2021	SYK666952
P010338	Edwalton Fields	4137	17/12/2021	NT559343
P009594	Simpson Park	32	17/12/2021	NT540483
P007145	Lily Hay	87	17/12/2021	SL14996
P007146	Lily Hay	89	17/12/2021	SL14996
P009409	Catherington Park	87	17/12/2021	SH47858
P008686	Blacksmiths	5	17/12/2021	NT442294
P009447	Fox Hill	180	17/12/2021	SX15780 & WSX387877
P009084	Green Oaks	42	17/12/2021	GR447495
P009273	Heartlands	6	17/12/2021	YEA91054
P008813	Europa Way	23	17/12/2021	WK508230
P008693	Edwalton Fields	132	17/12/2021	NT559343
P008797	Crown Hill / Semele Park	207	17/12/2021	WK487862
P008780	The Pavillions	50	17/12/2021	WK503476
P008634	The Steadings	61	17/12/2021	SF634206
P008677	Fletcher's Rise	60	17/12/2021	SF647812
P008545	Monument View	156	17/12/2021	ST354010
P008543	Monument View	154	17/12/2021	ST354010
P008669	Hazelmere	186	17/12/2021	CH646826
P008668	Hazelmere	185	17/12/2021	CH646826
P009274	Heartlands	7	17/12/2021	YEA91054
P009644	The Pastures	7	17/12/2021	LA571077
P010170	Cat I Th Window	110	20/12/2021	MAN246461
P010171	Cat I Th Window	111	20/12/2021	MAN246461
P009347	Meridian Gate	120	20/12/2021	HD567271
P009406	Catherington Park	68	20/12/2021	SH47858
P007915	St Mary's	427	20/12/2021	BD316253
P009661	The Pastures	10	21/12/2021	LA571077
P004188	Waterside Quarter	103	21/12/2021	DY534099
P009446	Fox Hill	179	21/12/2021	SX15780 & WSX387877
P009410	Catherington Park	88	21/12/2021	SH47858
P007595	Millfields	57	21/12/2021	GR434430
P009091	Twigworth Green	4	22/12/2021	GR440834
P009092	Twigworth Green	5	22/12/2021	GR440834
P008542	Monument View	153	22/12/2021	ST354010

P009331	Finches Park	139	22/12/2021	EX660865
P010161	Oak Farm Meadow	32	22/12/2021	SK395393
P004272	Fitzwilliam Grange	176	22/12/2021	YY132203
P007078	Aldon Wood	162	22/12/2021	CH710498
P009328	Finches Park	122	22/12/2021	EX660865
P009161	Charlton Heights	2026	22/12/2021	GR314376
P010162	Oak Farm Meadow	25	22/12/2021	SK395393
P008812	Europa Way	22	22/12/2021	WK508230
P009337	Oak Farm Meadow / Stowupland	30	22/12/2021	SK395393
P009338	Oak Farm Meadow / Stowupland	31	22/12/2021	SK395393
P007918	St Mary's	430	22/12/2021	BD316253
P009089	Twigworth	2	22/12/2021	GR440834
P009090	Twigworth	3	22/12/2021	GR440834
P008512	Cherry Fields	52	22/12/2021	DN724628
P008781	The Pavilions	51	22/12/2021	WK503476
P008689	Blacksmiths	8	22/12/2021	NT442294
P004224	Cadley Park	165	22/12/2021	DY534246
P008795	Crownhill Gardens	146	22/12/2021	WK487862
P008796	Crownhill Gardens	147	22/12/2021	WK487862
-	The Pastures	5	23/12/2021	NT306301
-	The Pastures	16	23/12/2021	NT306301
-	The Pastures	18	23/12/2021	NT306301
-	The Pastures	20	23/12/2021	NT306301
P010103	River View	139	10/12/2022	GR296031
P008513	Cherry Fields	53	26/11/2021	DN724628
P008514	Cherry Fields	54	26/11/2021	DN724628
P008564	Montbray	227	26/11/2021	DN559586
P008565	Montbray	228	26/11/2021	DN559586
P008566	Montbray	229	26/11/2021	DN559586
P010205	St Marys Kingsfield	416	26/11/2021	BD316253
P009295	Harpers Heath	53	26/11/2021	SYK666952
P009423	Whitely Meadows	107	29/11/2021	HP826054
P009272	Heartlands	4	30/11/2021	YEA91054
P008544	Monument View	155	30/11/2021	ST354010
P009277	Cayton Reach	47	30/11/2021	NYK456006
P009278	Cayton Reach	40	30/11/2021	NYK456006
P009279	Cayton Reach	41	30/11/2021	NYK456006
P009276	Cayton Reach	46	30/11/2021	NYK456006

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

HH No. 6 LIMITED

(as Chargor)

By Its Attorney:



Name:

SEANTHAN CONWAY

Attorney, acting on the authority of that company

In the presence of:

Witness's signature:

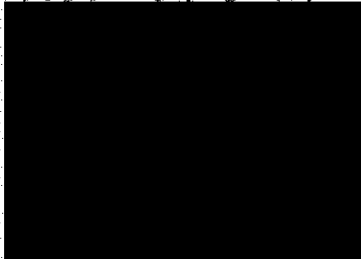


SESSICA MORRIS

Name:

Position/Occupation:

Address:



LUCID TRUSTEE SERVICES LIMITED

..... (Director)

In the presence of:

Witness's signature:

Name:

Position/Occupation:

Address:

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

HH No. 6 LIMITED
(as *Chargor*)

By Its Attorney:

Name:

Attorney, acting on the authority of that company

In the presence of:

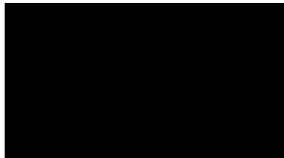
Witness's signature:

Name:

Position/Occupation:

Address:

LUCID TRUSTEE SERVICES LIMITED

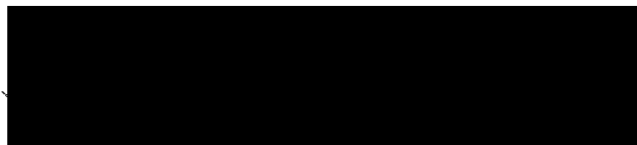


Paul Barton
Director

..... (Director)

In the presence of:

Witness's signature:



Name: SARAH BARTON

Position/Occupation: Finance Director

Address:

