



Registration of a Charge

Company name: **AVER PROPERTY GENERAL PARTNER LIMITED**
Company number: **11660872**

Received for Electronic Filing: **20/04/2021**



Details of Charge

Date of creation: **19/04/2021**
Charge code: **1166 0872 0007**
Persons entitled: **GREENOAK UK SECURED LENDING II S.A.R.L**
Brief description: **LAND WITH TITLE NUMBER SYK272796**
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: **GOODWIN PROCTER (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11660872

Charge code: 1166 0872 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2021 and created by AVER PROPERTY GENERAL PARTNER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2021 .

Given at Companies House, Cardiff on 21st April 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

SUPPLEMENTAL MORTGAGE

DATED 19 April 2021

**THE ENTITIES LISTED IN SCHEDULE 1 TO THIS DEED
as Chargors**

and

**GREENOAK UK SECURED LENDING II S.À R.L.
as Security Agent**

relating to the property listed in Schedule 2

CONTENTS

Clause	Page
1. Interpretation.....	3
2. Creation of Security	4
3. Incorporation.....	5
4. HM Land Registry	5
5. Continuation.....	6
6. Security Agent provisions	6
7. Governing law	6
8. Enforcement	6

THIS DEED is dated 19 April 2021 and is made

BETWEEN:

- (1) **AVER PROPERTY GENERAL PARTNER LIMITED** a company registered in England and Wales with company number 11660872 and **AVER PROPERTY NOMINEE LIMITED** a company registered in England and Wales with company number 11662963 on behalf of the **AVER PROPERTY LIMITED PARTNERSHIP** registered in England and Wales with limited partnership number LP19862 (together the "**Chargors**" and each a "**Chargor**"); and
- (2) **GREENOAK UK SECURED LENDING II S.À R.L.** (the **Security Agent**) as agent and trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

- (A) Pursuant to a security agreement dated 19 March 2021 (as amended from time to time) (the **Original Security Agreement**) between, amongst others, the Chargors and the Security Agent, the Chargors charged by way of first legal mortgage certain real estate.
- (B) Each Chargor has agreed to create a first legal mortgage over each Property and, accordingly, each Chargor has agreed to enter into this Deed in connection with the Facility Agreement.
- (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 Definitions

"**Event of Default**" has the meaning given to it in the Facility Agreement

"**Reliance Letter**" means a reliance letter addressed to any Chargor in respect of each Report, including but not limited to reliance letters provided in connection with the following reports:

- (i) flood risk assessment prepared by Patrick Parsons. Reference: B20173 dated August 2020;
- (ii) phase I site appraisal prepared by Patrick Parsons. Reference: B20173 dated August 2020;
- (iii) Transport Assessment prepared by Patrick Parsons. Reference: B20173 dated November 2020;
- (iv) travel plan prepared by Patrick Parsons. Reference: B20173 dated August 2020;
- (v) noise assessment prepared by Acoustic & Engineering Consultants Limited. Reference: P4198/R1/RDC dated 27 August 2020;

- (vi) tree survey, Arboricultural implications assessment & Method Statement prepared by Indigo Surveys. Reference: 20613/A2_AIA dated December 2020
- (vii) phase II site investigations prepared by Patrick Parsons reference B20173 dated February 2021.
- (viii) the coal mining risk assessment prepared by Patrick Parsons. Reference: B20173 dated March 2021
- (ix) surface water drainage strategy prepared by Patrick Parsons. Reference: B20173 dated Aug 2020; and

any other reliance letter entered into by any Chargor and specified as such by the Security Agent.

1.2 Construction

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The principles of construction set out in the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement shall be construed as references to this Deed.

2. CREATION OF SECURITY

2.1 General

- (b) The Chargors shall pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (c) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (d) If the rights of any Chargor under a document cannot be secured without the consent of a party to that document:
 - (i) that Chargor must notify the Security Agent promptly;
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Security Agent otherwise requires, that Chargor must use all reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.

- (e) The Security Agent holds the benefit of this Deed for itself and on trust for the other Secured Parties.

2.2 Land

- (a) Each Chargor charges by way of a first legal mortgage all estates or interests in the real property specified in Schedule 2 (Real Property); and
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of each Chargors in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Reliance Letters

- (a) Following an Event of Default, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under each Reliance Letter
- (b) To the extent that the Reliance Letters have not been effectively assigned under paragraph 2.3(a) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph 2.3(a) above.

3. INCORPORATION

The provisions of clause 3 (Restrictions on dealings) to 17 (Release) (inclusive) (other than clause 4.2 (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. NOTICES

Each Chargor must upon the occurrence of an Event of Default:

- (a) immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 8 (Forms of Letter for Other Contracts) of the Original Security Agreement, on each counterparty under each Reliance Letter; and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 8 (Forms of Letter for Other Contracts) of the Original Security Agreement or in any other form approved by the Security Agent.

5. HM LAND REGISTRY

The Chargors consent to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at HM 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 _____ 2021 in favour of GREENOAK UK SECURED LENDING II S.À R.L. referred to in the charges register or their conveyancer. (Standard Form P)"

6. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement shall remain in full force and effect.
- (b) 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.
- (c) This Deed is designated a Finance Document.

7. SECURITY AGENT PROVISIONS

- (a) The Security Agent executes this Deed as security agent in the exercise of the powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.
- (b) The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

8. GOVERNING LAW

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

9. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

Schedule 1

THE CHARGORS

Name	Jurisdiction	Address	Registered No.
Aver Property Limited Partnership	England and Wales	NFU Mutual, Tiddington Road, Stratford-Upon-Avon, England CV37 7BJ	LP019862
Aver Property General Partner Limited	England and Wales	NFU Mutual, Tiddington Road, Stratford-Upon-Avon, England CV37 7BJ	11660872
Aver Property Nominee Limited	England and Wales	NFU Mutual, Tiddington Road, Stratford-Upon-Avon, England CV37 7BJ	11662963

SCHEDULE 2

REAL PROPERTY

Name of Chargor	Description and address of freehold or leasehold property	Title Number
Aver Property General Partner Limited and Aver Property Nominee Limited on behalf of the Aver Property Limited Partnership	Land on the west side of Eckington Way, Drakehouse	SYK272796

SIGNATORIES TO THE SUPPLEMENTAL MORTGAGE

CHARGORS

EXECUTED as a DEED by AVER PROPERTY
GENERAL PARTNER LIMITED

acting by

2 M TOPPS

a director

In the presence of

MAREN JESSEN

a witness

Address:

[REDACTED]

Occupation: CHARTERED SURVEYOR

[REDACTED]

Director

[REDACTED]

Witness

EXECUTED as a DEED by AVER PROPERTY
NOMINEE LIMITED

acting by

2 M TOPPS

a director

In the presence of MAREN JESSEN a witness

Address:

[REDACTED]

Occupation: CHARTERED SURVEYOR

[REDACTED]

Director

[REDACTED]

Witness

EXECUTED as a DEED by AVER PROPERTY
LIMITED PARTNERSHIP ACTING BY ITS
GENERAL PARTNER AVER PROPERTY
GENERAL PARTNER LIMITED

acting by

R M TOPPS

a director

In the presence of MARTIN J BROWN a witness

Address:

[REDACTED ADDRESS]

Occupation: caravan site manager

Director

Witness

Security Agent

GREENOAK UK SECURED LENDING II S.À R.L.

By:



Address: 5, rue Heienhaff
L - 1736 Senningerberg, Luxembourg

Fax: +352 27 61 62 2

Attention: The Managers

Email: GreenOakFundII@sannegroup.com

[SIGNATURE PAGE TO SUPPLEMENTAL LEGAL MORTGAGE - MIDDLEWICH]

ACTIVE/108094172.7