



Registration of a Charge

Company Name: **AVER PROPERTY GENERAL PARTNER LIMITED**

Company Number: **11660872**



Received for filing in Electronic Format on the: **08/09/2022**

XBC373Y2

Details of Charge

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

Charge code: **1166 0872 0016**

Persons entitled: **GREENOAK UK SECURED LENDING II S.À R.L.**

Brief description: **LAND ON THE SOUTH EAST SIDE OF LOOMER ROAD, NEWCASTLE
REGISTERED UNDER TITLE NUMBER SF396373; LAND AND BUILDINGS
ON THE SOUTH EAST SIDE OF LOOMER ROAD, NEWCASTLE
REGISTERED UNDER TITLE NUMBER SF132724.**

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: **O WISNIEWSKI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11660872

Charge code: 1166 0872 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2022 and created by AVER PROPERTY GENERAL PARTNER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2022 .

Given at Companies House, Cardiff on 13th September 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 MORTGAGE

DATED 8 September 2022

**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

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THIS DEED is dated 8 September 2022 and is made

BETWEEN:

- (1) **AVER PROPERTY GENERAL PARTNER LIMITED** registered in England and Wales with company number 11660872 and **AVER PROPERTY NOMINEE LIMITED** 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 22 December 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

"**Facility Agreement**" means the £58,250,000 Facility Agreement dated 22 December 2021 and made between (amongst others) the Chargors and 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

- (a) The Chargors shall pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) 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.
- (c) 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.
- (d) 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.

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. 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 _____ 2022 in favour of GREENOAK UK SECURED LENDING II S.À R.L. referred to in the charges register or their conveyancer. (Standard Form P)"

5. 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.

6. 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.

7. GOVERNING LAW

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

8. 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 Aver Property Limited Partnership	Land on the South East side of Loomer Road, Newcastle	SF396373
	Land and buildings on the South East side of Loomer Road, Newcastle	SF132724

SIGNATORIES TO THE SUPPLEMENTAL MORTGAGE

CHARGORS

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

acting by RICHARD TOPPS, a director

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)
)
) Director

acting by MARTIN JESON, a director

)
)
)
) Director

EXECUTED as a DEED by AVER PROPERTY
GENERAL PARTNER LIMITED

acting by RICHARD TOPPS, a director

)
)
)
) Director

acting by MARTIN JESON, a director

)
)
) Director

EXECUTED as a DEED by AVER PROPERTY
NOMINEE LIMITED

acting by RICHARD TOPPS, a director

)
)
)
) Director

acting by MARTIN JESON, a director

)
)
) Director

Security Agent

EXECUTED AS A DEED on behalf of
GREENOAK UK SECURED LENDING II S.À R.L.
a company incorporated in Luxembourg, acting by

Anna Sophie Marbach

..... (Print name)

and

Ole Marquardt

..... (Print name)

being persons who in accordance with the laws of that territory are acting under the authority of the company

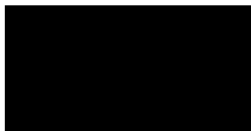
GREENOAK UK SECURED LENDING II S.À R.L.

Signature in the name of the company



..... (Signature)

Authorised Signatory



..... (Signature)

Authorised Signatory

Address: 
, Luxembourg

Fax: 

Attention: The Managers

Email: 