



**Registration of a Charge**

Company Name: **NPP PR26 LIMITED**

Company Number: **14638744**



XC2PIITF

Received for filing in Electronic Format on the: **02/05/2023**

**Details of Charge**

Date of creation: **26/04/2023**

Charge code: **1463 8744 0001**

Persons entitled: **RS LENDER IV, S.À R.L. (AS SECURITY TRUSTEE)**

Brief description: **PARK HOUSE, GREEN LANE, THETFORD, IP24 2EX REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NK223775**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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: **ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 14638744

Charge code: 1463 8744 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2023 and created by NPP PR26 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2023 .

Given at Companies House, Cardiff on 2nd May 2023

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**

## Debenture Deed of Accession

**This Deed** is made on

26 April 2023

### Between

- (1) Nine Points Property II LLP (registered in England with number OC442421) for itself and for the Chargors (**Obligors' Agent**);
- (2) NPP PR26 Limited (registered in England with number 14638744) (the **Acceding Chargor**); and
- (3) RS Lender IV, S.À R.L. as security trustee for the Secured Parties (**Security Agent**).

### Whereas

- (A) This Deed is supplemental to a debenture dated 1 June 2022 between, inter alia, the Chargors and the Security Agent (**Debenture**).
- (B) The Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoint the Obligors' Agent as their agent on the terms set out in the Accession Deed.

### It is agreed

## 1 Definitions and interpretation

### 1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed:
  - (i) **Scheduled Insurance Policies** means the policies described in schedule 2 (Scheduled Insurance Policies) to this Deed;
  - (ii) **Scheduled Real Property** means the property described in schedule 1 (Scheduled Real Property) to this Deed; and
  - (iii) **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries.

### 1.2 Interpretation

Clauses 1.1 (Definitions), 1.2 (Construction), 1.3 (Trust Arrangements) and 1.4 (Third party Rights) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

## **2 Accession of Acceding Chargor**

### **2.1 Accession**

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

### **2.2 Covenant to pay**

The Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities in the manner provided for in the Finance Documents (including, without limitation, clauses 8.3 (*Capitalisation*) and 14 (*Costs and expenses*) of the Facility Agreement).

### **2.3 Charging provisions**

All security created by the Acceding Chargor under paragraphs 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Charged Property; and
- (d) in favour of the Security Agent as security trustee for the Secured Parties.

### **2.4 First legal mortgages**

- (a) The Acceding Chargor charges:
  - (i) by way of first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the Scheduled Real Property; and
  - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it and any and all Related Rights relating thereto.
- (b) A reference in this Clause 2.4 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 the Acceding Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### **2.5 Assignments**

- (a) The Acceding Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

- (i) all of its Relevant Contracts and all Related Rights;
  - (ii) all of its rights in respect of Income;
  - (iii) all of its Scheduled Insurance Policies and all Related Rights; and
  - (iv) all of its other insurance policies taken out by it or on its behalf or in which it has an interest and all Related Rights.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Contracts and the Scheduled Insurance Policies and any other insurance policies referred to in paragraph 2.5(a)(iv) above.
- (c) Notwithstanding the other terms of this paragraph 2.5, prior to the occurrence of a Default which is continuing, the Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

## 2.6 **First fixed charges**

The Acceding Chargor charges by way of first fixed charge:

- (a) the proceeds of sale of its Charged Property and all licences to enter on or use any Charged Property;
- (b) the benefit of all other agreements, instruments and rights relating to its Charged Property;
- (c) all plant and machinery owned by the Acceding Chargor and its interest in any plant or machinery in its possession;
- (d) the Subsidiary Shares together with all Related Rights;
- (e) the Investments together with all Related Rights;
- (f) all of its Subordinated Debt;
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of monies and all rights to enforce the Debts (or any of them);
- (h) all amounts standing to the credit of any Account and Related Rights; and
- (i) all amounts now or at any time standing to the credit of any other account (other than the accounts referred to in paragraphs (i) above) held by it with any other person and all Related Rights;
- (j) all its goodwill and uncalled capital;
- (k) the benefit of any Authorisation (statutory or otherwise) held or utilised by it in connection with its business or the use of any of its Charged Property and the right to recover and receive compensation payable in respect of any of them;

- (l) the benefit of all Related Rights in relation to any item under paragraphs (j) and (k) above;
- (m) all of its rights under any other document, agreement or instrument to which it is a party which has been given in its favour or of which it has the benefit except to the extent that it is subject to any fixed security created under any other term of this clause 2.6; and
- (n) to the extent that any assignment in paragraph 2.5 is ineffective as an assignment the assets referred to in that paragraph.

## **2.7 Floating charge**

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under paragraphs 2.3, 2.4, 2.5 or 2.6.

## **2.8 Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

## **3 Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

## **4 Security power of attorney**

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this paragraph 4. The power of attorney under this clause shall only be exerciseable following the occurrence of an Event of Default which is continuing.

## **5 Notices**

The Acceding Chargor confirms that its address details for notices under the Debenture are as follows:

Address: The Long Barn, Litchfield, Whitchurch, England, RG28 7PR

Attention: Simon Morris and Mark Perry

## **6 Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

## **7 Governing law and jurisdiction**

Clauses 26 (Governing law) and 27 (Enforcement) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

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

Schedule 1

Real Property

Owner	Address of Property	Title Number(s)
NPP PR26 Limited (14638744)	Park House, Green Lane, Thetford, IP24 2EX	NK223775



**Schedule 2**

**Insurance Policies**

[intentionally left blank]

**SIGNATURES TO THE SECURITY DEED OF ACCESSION**

**Obligors' Agent**

Executed as a deed by )  
**Nine Points Property II LLP** acting by Nine ) .....  
Points Property 2 Nomineeco Limited, a member ) Authorised signatory of member  
in the presence of

.....  
Signature of witness

Name Sophie Kohl

Address The Long Barn, Litchfield, Hampshire

RG28 7PR

I confirm that I was physically present when Mark Perry signed this deed.

**Acceding Chargor**

Executed as a deed by )  
**NPP PR26 Limited** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness

Name Sophie Kohl

Address The Long Barn, Litchfield, Hampshire

RG28 7PR

I confirm that I was physically present when Mark Perry signed this deed.

**Security Agent**

Executed as a deed by **RS Lender IV, S.À R.L.** a private limited liability company incorporated in Luxembourg, acting by

.....  
Tony Laenen

who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company **RS Lender IV, S.À R.L.**

Signature of

.....  
Tony Laenen



Authorised signatory

.....

.....  
Signature of witness

Name .....  
Alessandro Maiocchi

Address .....  
5, rue Heienhaff

.....  
L-1736 Senningerberg

I confirm that I was physically present when                     Tony Laenen                     signed this deed.