



Registration of a Charge

Company name: **NAPLES GROUP LIMITED**

Company number: **07216339**



X7KNO18A

Received for Electronic Filing: **12/12/2018**

Details of Charge

Date of creation: **07/12/2018**

Charge code: **0721 6339 0004**

Persons entitled: **ARDIAN PRIVATE DEBT III, S.À.R.L.**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

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:

PROSKAUER ROSE (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7216339

Charge code: 0721 6339 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2018 and created by NAPLES GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2018 .

Given at Companies House, Cardiff on 13th December 2018

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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated 7 December 2018 and is made between:

(1) **Bell Rock Topco Limited** (registered in England and Wales with registered number 08604683 and with its registered address at Peat House, 1 Waterloo Way, Leicester, England, LE1 6LP) for itself and for the Chargors (the "**Parent**");

(2) **FME Property Solutions Limited** (registered in England and Wales with registered number 06464433 and with its registered address at Peat House, 1 Waterloo Way, Leicester, England, LE1 6LP),

Naples Group Limited (registered in England and Wales with registered number 07216339 and with its registered address at Jubilee House, 32 Duncan Close, Moulton Park Industrial Estate, Northampton, NN3 6WL),

Oakleaf Facilities (UK) Ltd (registered in England and Wales with registered number 06155005 and with its registered address at Jubilee House, 32 Duncan Close, Moulton Park Industrial Estate, Northampton, NN3 6WL),

Oakleaf Surveying Ltd (registered in England and Wales with registered number 06151373 and with its registered address at Jubilee House, 32 Duncan Close, Moulton Park Industrial Estate, Northampton, NN3 6WL),

Oakleaf Technical Services Ltd (registered in England and Wales with registered number 06151419 and with its registered address at Jubilee House, 32 Duncan Close, Moulton Park Industrial Estate, Northampton, NN3 6WL),

NIFES Property Limited (registered in England and Wales with registered number 09599379 and with its registered address at Jubilee House, 32 Duncan Close, Moulton Park Industrial Estate, Northampton, NN3 6WL), and

NIFES Projects Limited (registered in England and Wales with registered number 09599382 and with its registered address at Jubilee House, 32 Duncan Close, Moulton Park Industrial Estate, Northampton, NN3 6WL),

(each an "**Additional Chargor**" and together, the "**Additional Chargors**"); and

(3) **Ardian Private Debt III, S.À.R.L.** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

WHEREAS

(A) This Security Accession Deed is supplemental to a debenture dated 17 May 2017 between, among others, the Parent and the Security Agent (the "**Debenture**") and the Additional Chargors intend to accede to the Debenture each as a Chargor.

- (B) The Additional Chargors have also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoint the Parent as their agent on the terms set out in such Security Accession Deed.
- (C) The Additional Chargors are required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to "this Debenture" shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGORS

2.1 Accession

The Additional Chargors each agree to be a Chargor for the purposes of the Debenture with immediate effect and agree to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if they had originally been a party to it.

2.2 Covenant to pay

The Additional Chargors covenant with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by the Additional Chargors under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disapplied under Clause 12.1 (*Implied covenants for title*) of the Debenture); and

- (d) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargor in and to the relevant Charged Asset.

3.2 Legal mortgage

The Additional Chargors charge by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 1 (*Material Real Property*)) to this Security Accession Deed).

3.3 Assignment by way of Security

- (a) The Additional Chargors assign and agree to assign absolutely (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*)) to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (i) the proceeds of any Material Insurance Policies; and
 - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each 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 Specific Contracts and the Material Insurance Policies.

3.4 Fixed charges

The Additional Chargors (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charge:

- (a) by way of first fixed charge, the Material Real Property;
- (b) by way of first fixed charge, the Accounts;
- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Material Intellectual Property;
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments; and
- (h) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. FLOATING CHARGE

4.1 Floating charge

- (a) The Additional Chargors charge by way of first floating charge all of their present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may at any time by notice to the Additional Chargors convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
 - (i) this Security Accession Deed is enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture;
 - (ii) the Security Agent reasonably considers that any of the Charged Assets is or will be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) the Security Agent reasonably considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or
 - (iv) an Event of Default under clause 27.7 (*Insolvency proceedings*) of the Facilities Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) has occurred:
 - (i) the Additional Chargors create (or attempt or take any steps to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreement);

- (ii) the Additional Chargors dispose (or attempt or take any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);
- (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within five Business Days); or
- (iv) an Administration Event occurs.

5. **CONSENT OF EXISTING CHARGING COMPANIES**

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

6. **SECURITY POWER OF ATTORNEY**

6.1 **Appointment and powers**

The Additional Chargors by way of security irrevocably appoint the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the relevant Additional Chargor by this Security Accession Deed or any other agreement binding on such Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which the relevant Additional Chargor has been requested in writing by the Security Agent to do, but has failed to do within five Business Days of such request; and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

6.2 **Exercise of power of attorney**

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by an Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within five Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

7. **COUNTERPARTS**

This Security Accession 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 Security Accession Deed.

8. **GOVERNING LAW AND JURISDICTION**

Clause 27 (*Governing Law and Jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Parent and the Additional Chargors and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

Schedule 1
Material Real Property

FME Property Solutions Limited

None at the date of this Deed.

Naples Group Limited

None at the date of this Deed.

Oakleaf Facilities (UK) Ltd

None at the date of this Deed.

Oakleaf Surveying Ltd

None at the date of this Deed.

Oakleaf Technical Services Ltd

None at the date of this Deed.

NIFES Property Limited

None at the date of this Deed.

NIFES Projects Limited

None at the date of this Deed.

Schedule 2
Shares

FME Property Solutions Limited

None at the date of this Deed.

Naples Group Limited

| Shares | Chargor | Share class | Number and nominal value |
|--|--------------------------------------|--------------------|---------------------------------|
| Oakleaf Facilities (UK) Ltd (CRN: 06155005) | Naples Group Limited (CRN: 06464433) | Ordinary shares | 1,000 shares of £1.00 each |
| Oakleaf Surveying Ltd (CRN: 06151373) | Naples Group Limited (CRN: 07216339) | Ordinary shares | 1,000 shares of £1.00 each |
| Oakleaf Technical Services Ltd (CRN: 06151419) | Naples Group Limited (CRN: 07216339) | Ordinary shares | 1,000 shares of £1.00 each |
| NIFES Property Limited (CRN: 09599379) | Naples Group Limited (CRN: 07216339) | Ordinary shares | 100 shares of £1.00 each |
| NIFES Projects Limited (CRN: 09599382) | Naples Group Limited (CRN: 07216339) | Ordinary shares | 100 shares of £1.00 each |

Oakleaf Facilities (UK) Ltd

None at the date of this Deed.

Oakleaf Surveying Ltd

None at the date of this Deed.

Oakleaf Technical Services Ltd

None at the date of this Deed.

NIFES Property Limited

None at the date of this Deed.

NIFES Projects Limited

None at the date of this Deed.

Schedule 3
Intellectual Property

FME Property Solutions Limited

None at the date of this Deed.

Naples Group Limited

None at the date of this Deed.

Oakleaf Facilities (UK) Ltd

None at the date of this Deed.

Oakleaf Surveying Ltd

None at the date of this Deed.

Oakleaf Technical Services Ltd

None at the date of this Deed.

NIFES Property Limited

None at the date of this Deed.

NIFES Projects Limited

None at the date of this Deed.

Schedule 4
Material Insurance Policies

FME Property Solutions Limited

| Policy Type and Number | Insurer | Insurer Address |
|--|-----------------------|---|
| Engineering Plant All Risks [REDACTED] | Allianz Insurance plc | Allianz Engineering Manchester 3 rd Floor One Piccadilly Gardens Manchester M1 1RG |
| Engineering Plant All Risks (Own Plant Including Tools) [REDACTED] | Allianz Insurance plc | Allianz Engineering Manchester 3 rd Floor One Piccadilly Gardens Manchester M1 1RG |
| Contractors All Risks [REDACTED] | Allianz Insurance plc | Allianz Engineering Manchester 3 rd Floor One Piccadilly Gardens Manchester M1 1RG |
| Computer Cover [REDACTED] | Allianz Insurance plc | Allianz Engineering Manchester 3 rd Floor One Piccadilly Gardens Manchester M1 1RG |

Naples Group Limited

| Policy Type and Number | Insurer | Insurer Address |
|---|----------------------|---|
| Commercial Combined: Property [REDACTED] | Zurich Insurance plc | Zurich Commercial 126 Hagley Road Birmingham B16 9PF |
| Commercial Combined: Business Interruption [REDACTED] | Zurich Insurance plc | Zurich Commercial 126 Hagley Road Birmingham B16 9PF |

Schedule 5
Specified Contracts

FME Property Solutions Limited

None at the date of this Deed.

Naples Group Limited

None at the date of this Deed.

Oakleaf Facilities (UK) Ltd

None at the date of this Deed.

Oakleaf Surveying Ltd

None at the date of this Deed.

Oakleaf Technical Services Ltd

None at the date of this Deed.

NIFES Property Limited

None at the date of this Deed.

NIFES Projects Limited

None at the date of this Deed.

**Schedule 6
Accounts**

FME Property Solutions Limited

| Bank | Account Number | Sort Code | Registered Address |
|-----------------|-----------------------|------------------|---|
| Lloyds Bank plc | [REDACTED] | 30-97-51 | 25 Gresham Street London EC2V 7HN |

Naples Group Limited

| Bank | Account Number | Sort Code | Registered Address |
|------------------|-----------------------|------------------|--|
| HSBC UK Bank plc | [REDACTED] | 40-23-44 | 1 Centenary Square Birmingham B1 1HQ |
| HSBC UK Bank plc | [REDACTED] | 40-23-44 | 1 Centenary Square Birmingham B1 1HQ |

Oakleaf Facilities (UK) Ltd

| Bank | Account Number | Sort Code | Registered Address |
|------------------|-----------------------|------------------|--|
| HSBC UK Bank plc | [REDACTED] | 40-23-44 | 1 Centenary Square Birmingham B1 1HQ |
| HSBC UK Bank plc | [REDACTED] | 40-35-04 | 1 Centenary Square Birmingham B1 1HQ |

Oakleaf Surveying Ltd

| Bank | Account Number | Sort Code | Registered Address |
|------------------|-----------------------|------------------|--|
| HSBC UK Bank plc | [REDACTED] | 40-35-04 | 1 Centenary Square Birmingham B1 1HQ |
| HSBC UK Bank plc | [REDACTED] | 40-35-04 | 1 Centenary Square Birmingham B1 1HQ |

Oakleaf Technical Services Ltd

| Bank | Account Number | Sort Code | Registered Address |
|------------------|-----------------------|------------------|--|
| HSBC UK Bank plc | [REDACTED] | 40-35-04 | 1 Centenary Square Birmingham B1 1HQ |
| HSBC UK Bank plc | [REDACTED] | 40-35-04 | 1 Centenary Square Birmingham B1 1HQ |

NIFES Property Limited

| Bank | Account Number | Sort Code | Registered Address |
|------------------|-----------------------|------------------|--|
| HSBC UK Bank plc | [REDACTED] | 40-23-44 | 1 Centenary Square Birmingham B1 1HQ |

NIFES Projects Limited

| Bank | Account Number | Sort Code | Registered Address |
|------------------|-----------------------|------------------|--|
| HSBC UK Bank plc | [REDACTED] | 40-23-44 | 1 Centenary Square Birmingham B1 1HQ |

SIGNATURES TO THE SECURITY ACCESSION DEED

The Parent


EXECUTED AS A DEED by
BELL ROCK TOPCO LIMITED
acting by Alex Rudzinski

)
)
)
) Director

Witness signature:

Witness name:

Witness address:


KIM MEADS
44 THE CRESCENT
BLABY, LEICESTER, LE5 4AN

Additional Chargors


EXECUTED AS A DEED by
FME PROPERTY SOLUTIONS LIMITED
acting by Alex Rudzinski

)
)
)
) Director

Witness signature:

Witness name:

Witness address:


KIM MEADS
44 THE CRESCENT
BLABY, LEICESTER, LE5 4AN


Executed AS A DEED by
NAPLES GROUP LIMITED
acting by Alex Rudzinski

)
)
)
) Director

Witness signature:

Witness name:

Witness address:


KIM MEADS
44 THE CRESCENT
BLABY, LEICESTER, LE5 4AN

Executed as a deed by
OAKLEAF FACILITIES (UK) LTD
acting by Alex Rudzinski

)
)
)
)
Director

Witness signature:

.....

Witness name:

Kim MEADS

Witness address:

44 THE CRESCENT
BLABY, LEICESTER, LE5 4FN

Executed AS A DEED by
OAKLEAF SURVEYING LTD
acting by Alex Rudzinski

)
)
)
)
Director

Witness signature:

.....

Witness name:

Kim MEADS

Witness address:

44 THE CRESCENT
BLABY, LEICESTER, LE5 4FN

Executed AS A DEED by
OAKLEAF TECHNICAL SERVICES LTD
acting by Alex Rudzinski

)
)
)
)
Director

Witness signature:

.....

Witness name:

Kim MEADS

Witness address:

44, THE CRESCENT
BLABY, LEICESTER, LE5 4FN

EXECUTED AS A DEED by
NIFES PROPERTY LIMITED
acting by Alex Rudzinski

)
)
)
) Director

Witness signature:



Witness name:

Kim MEADS

Witness address:

44, THE CRESCENT
BLABY, LEICESTER, LE84 4W

Executed AS A DEED by
NIFES PROJECTS LIMITED
acting by Alex Rudzinski

)
)
)
) Director

Witness signature:



Witness name:

Kim MEADS

Witness address:

44, THE CRESCENT
BLABY, LEICESTER, LE84 4W

Security Agent

ARDIAN PRIVATE DEBT III, S.À R.L.

By:

)
)
)
)
)

.....
Authorized signatory

**Joan Sophie
Kiener Wegmann
Manager**