



**Registration of a Charge**

Company name: **CONSORTIUM CORPORATE HOLDINGS LIMITED**

Company number: **06574828**



X50YJ1TN

Received for Electronic Filing: **17/02/2016**

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**Details of Charge**

Date of creation: **16/02/2016**

Charge code: **0657 4828 0003**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **STEPHENSON HARWOOD LLP**



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

Company number: 6574828

Charge code: 0657 4828 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2016 and created by CONSORTIUM CORPORATE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2016 .

Given at Companies House, Cardiff on 18th February 2016

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 IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.**

**Owner:** Consortium Corporate Holdings Limited (company number 06574828)

**Bank:** The Royal Bank of Scotland plc

**Securities:** The two ordinary shares with a nominal value of GBP1 each in Napier Capital Nominees No 13 Limited (company number 09784368) (the "Nominee") owned by the Owner and any further shares in the Nominee at any time and from time to time during the period of the Facility Agreement issued to the Owner, whether in addition to or in exchange or substitution for or replacement of any of the shares already held.

**Customer** Napier Capital No. 13 LP ( LP number 016858) acting by its general partner Napier Capital General Partner No 13 Limited (company number 07253287)

**1. Customer's Obligations**

The Owner will pay to the Bank on demand all the Customer's Obligations. The **Customer's Obligations** are all the Customer's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Securities or in taking, perfecting, protecting, enforcing or exercising any power under this deed.
- 1.3 This deed will secure the amount claimed by the Bank to be the Customer's Obligations regardless of whether the Customer has the power to incur them.

**2. Charge**

The Owner, as a continuing security for the payment on demand of the Customer's Obligations and with full title guarantee, assigns to the Bank all rights to the Securities.

**3. Undertakings**

The Owner undertakes:

- 3.1 to deposit with the Bank or its nominee all share certificates and other documents of title in respect of the Securities and all documents relating to any bonus or rights or other issue of stock or shares in respect of the Securities.
- 3.2 to pay any payments due in respect of the Securities.
- 3.3 upon this deed becoming enforceable, to transfer to the Bank or its nominee legal title to any of the Securities and to procure that those Securities are registered in the name of the Bank or its nominee.
- 3.4 upon this deed becoming enforceable, to mandate to the Bank all income derived from the Securities.
- 3.5 to comply with any obligation to provide information to the issuer of the Securities about the Owner or the voting rights held.

**4. Restrictions**

- 4.1 The Owner will not, without the Bank's consent:
  - 4.1.1 permit or create any mortgage, charge or lien on the Securities, or
  - 4.1.2 dispose of or assign the Securities.

## EXECUTION VERSION

- 4.2 If the Bank consents to the Owner disposing of any of the Securities and purchasing others as the Bank may approve, then the replacement securities will be subject to this deed and references to Securities includes them.

### 5. Return of Securities on Discharge

On discharge of this deed the Owner will accept in place of any of the Securities, other securities of the same class and denomination.

### 6. Powers of the Bank

- 6.1 The Bank will only exercise the rights attached to the Securities in accordance with the Owner's instructions except that the Bank may, at any time after this deed becomes enforceable:

- 6.1.1 sell or instruct the sale of or transfer the Securities without restriction,
- 6.1.2 make all payments due in respect of the Securities or the rights attached to the Securities, and
- 6.1.3 exercise any rights attached to the Securities to realise or preserve their value.

- 6.2 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

- 6.3 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner until the Customer's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

- 6.4 The Bank may serve notice of this deed on any person to perfect the security.

### 7. Power of Attorney

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

### 8. Application of Payments

- 8.1 The Bank may apply any payments received for the Customer to reduce any of the Customer's Obligations, as the Bank decides.

- 8.2 If the Bank receives notice of any charge or other interest affecting the Securities, the Bank may suspend the operation of the Customer's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Customer after the date of that notice will be applied first to repay the Customer's Obligations arising after that date.

### 9. Preservation of Other Security and Rights and Further Assurance

- 9.1 This deed is in addition to any other security or guarantee for the Customer's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.

- 9.2 This deed will not be released if the Bank fails to take any intended security or guarantee for the Customer's Obligations or if any other security or guarantee held by the Bank for the Customer's Obligations is unenforceable.

- 9.3 Any release or settlement of liability will only take effect when any reductions in the Customer's Obligations or new security given to the Bank cannot be challenged for any reason. The Bank may retain this deed and any existing security until it is satisfied that it will not have to make any repayments or give up any new security.

#### EXECUTION VERSION

9.4 If any of the Customer's Obligations are void or unenforceable against the Customer, this deed will still secure the same amount that it would have done had this not been the case.

9.5 On request, each Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's Security

#### 10. Arrangements with the Customer and Others

Without releasing or affecting the Security created by this deed, and without the consent of the Owner, the Bank may:

10.1 grant new facilities or credit to the Customer or any other person, and increase any rate of interest or charge.

10.2 allow time to and agree, renew, vary or end any arrangements with the Customer or any other person.

10.3 release, renew, vary or refrain from enforcing any security or guarantee held from the Customer or any other person.

10.4 settle with or release from liability the Customer or any other person.

#### 11. Consents, Notices and Demands

11.1 All consents, notices and demands must be in writing.

11.2 The Bank may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Bank.

11.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday.

11.4 A notice from the Owner to the Bank will be effective on receipt.

#### 12. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

#### 13. Possession and Exercise of Powers

13.1 The Bank does not have an immediate right to possession of the Securities, and the Owner will continue in possession until the Bank takes possession. If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay.

13.2 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.

13.3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

#### 14. Law

14.1 English law applies to this deed and the English courts have exclusive jurisdiction.

14.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

EXECUTION VERSION

**Executed and Delivered** as a deed by  
the Owner

SIGNATURE

REDACTED

) Director

) Director/Secretary

A witness is required if there is only one signature – which must be a Director

Witness' name in full Cian Daves

Signature

SIGNATURE

Address

REDACTED

Occupation

ADDRESS

REDACTED

Am legal

Date

10 02 2016

You must date  
the document