



Registration of a Charge

Company name: **Consortium Corporate Holdings Limited**

Company number: **06574828**



X56XN2KB

Received for Electronic Filing: **13/05/2016**

Details of Charge

Date of creation: **10/05/2016**

Charge code: **0657 4828 0004**

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

Brief description: **NOT APPLICABLE.**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6574828

Charge code: 0657 4828 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2016 and created by Consortium Corporate Holdings Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th May 2016 .

Given at Companies House, Cardiff on 16th May 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**

Charge of Securities (02/10)

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING. YOU WILL HAVE TO PAY IF THE BANK IS NOT PAID BY THE CUSTOMER.

Owner: Consortium Corporate Holdings Limited (registered number 06574828)

Customer: Napier Capital No. 12 LP a limited partnership established under a partnership agreement and registered in England under the Limited Partnership Act 1907 with registered number LP16718.

Bank: The Royal Bank of Scotland plc

Securities: All securities and investments belonging to the Owner in relation to Napier Capital No 12 Nominees Limited (with registered number 7227451) and Napier Capital General Partner No 12 Limited (with registered number 4426175) (including all income, rights and cash on deposit derived from them), (i) which are held in the name of or to the order of the Bank or any nominee of the Bank, (ii) in respect of which the title documents or certificates are deposited with or held to the order of the Bank or any nominee of the Bank, or (iii) which are named in any schedule given to the Bank by the Owner.

1. Customer's Obligations

1.1 This deed secures the payment on demand on the Customer of:

1.2.1 the Customer's Obligations.

1.2.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest) in connection with the Securities or in taking, perfecting, protecting, enforcing or exercising any power under this deed. **Interest** is applied from the date of payment at the rate charged by the Bank to the Customer and calculated both before and after demand or judgment on a daily basis and compounded quarterly on the days selected by the Bank.

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). As the Customer's Obligations include any contingent liabilities, if the Customer gives the Bank a guarantee of another person's liabilities, this deed will secure the Customer's liabilities under that guarantee.

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.

1.4 Notwithstanding any other provision of this deed, it is expressly agreed and understood that the sole recourse of the Bank to the Owner under this deed is to the Owner's interest in the Security.

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 where required by the Bank, 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 where required by the Bank, 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.

- 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:

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 Owner'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 Owner 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 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

10. Consents, Notices and Demands

- 10.1 All consents, notices and demands must be in writing.
- 10.2 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.
- 10.3 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.
- 10.4 A notice from the Owner to the Bank will be effective on receipt.

11. 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.


12. Possession and Exercise of Powers

- 12.1 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.
- 12.2 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.
- 12.3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

13. Law

- 13.1 English law applies to this deed and the English courts have exclusive jurisdiction.
- 13.2 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.

Executed and Delivered as a deed by
the Owner

) 
) Director
)
)
) _____
) Director/Secretary
)

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

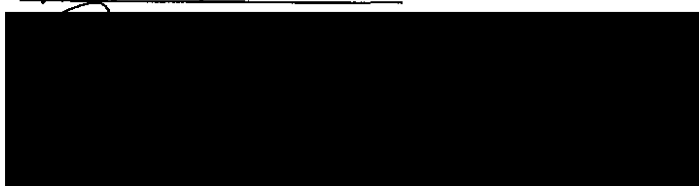
Witness' name in full

Arjun Mahapatra

Signature

Address

Occupation



Date: 10 May 2016