

MR01

Particulars of a charge

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

604537/52

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is n
instrument Use form MR08

THURSDAY



A04 12/02/2015 #269
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 7 0 3 8 4 3 7

Company name in full NAPIER CAPITAL GENERAL PARTNER NO 1 LIMITED AS GENERAL

PARTNER FOR NAPIER CAPITAL NO 1 LP (LP13677)

For official use 5

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 3 0 0 1 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name SANTANDER UK PLC (COMPANY NO: 02294747) AS SECURITY

TRUSTEE FOR EACH GROUP MEMBER

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8 Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☒

① This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name RACHAEL BURKE 2000724-360

Company name DWF LLP

Address 5 St Paul's Square

Old Hall Street

Post town Liverpool

County/Region

Postcode L 3 9 A E

Country

DX 14128 Liverpool

Telephone 0151 907 3000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales.

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7038437

Charge code: 0703 8437 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2015 and created by NAPIER CAPITAL GENERAL PARTNER NO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2015.

P

Given at Companies House, Cardiff on 19th February 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I certify that this is a true copy
of the original

Signed *Helen Coulson*

EXECUTION VERSION

Print Name & Department

Dated

10.2.15

Helen Coulson
Banking
Liverpool



2015

DEED OF CHARGE

OVER DEPOSIT

by

NAPIER CAPITAL NO 1 LP acting by its general partner NAPIER CAPITAL GENERAL
PARTNER NO. 1 LIMITED

in favour of

SANTANDER UK PLC

DWF LLP
5 St Paul's Square
Old Hall Street
Liverpool
L3 9AE

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IMPORTANT NOTICE. We recommend that you consult your solicitor or other independent legal adviser before executing this document

THIS DEED OF CHARGE is made as a deed on the 30th day of January 2015 between -

- (1) **NAPIER CAPITAL NO 1 LP** (registered in England under number LP13677) acting by its general partner **NAPIER CAPITAL GENERAL PARTNER NO 1 LIMITED** (registered in England under number 07038437) (the "**Chargor**"), and
- (2) **SANTANDER UK PLC** (registered number 02294747) as security trustee for each Group Member (the "**Lender**")

Definitions are given in clause 19

NOW THIS DEED WITNESSES as follows -

1 Convent to Pay

- 1 1 The Chargor, as primary obligor and not merely as surety, covenants that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable
- 1 2 If the Chargor shall fail to pay any amount under this Deed when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Lender

2 Charge

- 2 1 The Chargor, with full title guarantee and as a continuing security for the payment or discharge of the Secured Liabilities, hereby charges to the Lender by way of first fixed charge -

- (a) its entire right, title and interest (both present and future) in and to the Deposit,
 - (b) all rights and benefits accruing to or arising in connection with the Deposit,
- (together the "**Charged Assets**")

- 2 2 The Chargor will not without the prior written consent of the Lender -

- (a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance, right of set-off (except in favour of the Lender) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets, or
- (b) sell, transfer, assign or otherwise dispose of all or any of the Charged Assets, or
- (c) in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Asset

- 2 3 The rights hereby charged to the Lender shall be released to the Chargor upon its written request on payment or discharge in full of the Secured Liabilities to the satisfaction of the Lender

3 Restrictions

- 3 1 The Chargor agrees that it will not be entitled to withdraw or transfer all or any part of the Deposit until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Lender
- 3 2 Interest shall accrue on the amount standing to the credit of the Account at such rates and shall be payable on such dates and in such manner as the Lender may from time to time determine
- 3 3 The Lender agrees that it will from time to time and upon the request of the Chargor permit any sums which make up part of the Deposit to be transferred to the Free Account if and to the extent that the Lender is satisfied (acting in its sole discretion) that those sums are no longer required as security for the liabilities and obligations hereby covenanted to be paid or discharged by this Deed
- 3 4 Nothing in clause 3 3 shall, or shall be deemed to, prejudice the continuance and enforceability of this charge over the Deposit insofar as it applies to any amounts not permitted to be withdrawn under this provision or oblige the Lender to release or transfer any sums forming part of the Deposit

4 Representations and Warranties

The Chargor represents and warrants to the Lender that

- 4 1 it is the sole absolute and beneficial owner of all the Charged Assets free from any right in security, mortgage, charge, lien or encumbrance or right of set-off (except in favour of the Lender), or trust agreement, declaration of trust or trust arising by operation of law, on or over the Charged Assets,
- 4 2 it has not sold, transferred, assigned or otherwise disposed of or agreed to sell, transfer, assign or dispose of all or any of its right, title and interest in and to all or any of the Charged Assets,
- 4 3 it has the necessary power to enter into and perform its obligations under this Deed,
- 4 4 this Deed constitutes its legal, valid, binding and enforceable obligations and constitutes a first fixed charge over the Charged Assets in accordance with its terms,
- 4 5 this Deed does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound,
- 4 6 all necessary authorisations and consents to enable or entitle it to enter into this Deed have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Deed

5 Undertakings

5 1 The Chargor shall not without the prior written consent of the Lender -

- (a) amend or alter (or purport to amend or alter) the terms of the mandate in terms of which the Account was established,
- (b) enter into any agreement with any person (other than the Lender) in respect of any of the Charged Assets,
- (c) cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets

5 2 The Chargor shall -

- (a) at all times comply with the terms of this Deed and of all agreements relating to the Secured Liabilities,
- (b) if and when required by the Lender, grant in its favour (or as the Lender shall direct) such fixed or specific security or charge or assignment over all or any of the Charged Assets as the Lender may require,
- (c) (subject to the terms of this Deed) comply in all respects with the terms of the mandate in relation to the Account, save that where there is any inconsistency between the terms of the mandate and the terms of this Deed, the terms of this Deed shall prevail,
- (d) promptly notify the Lender of the opening by the Chargor of any bank account of the Chargor with any bank or financial institution on or after the date of this Deed,
- (e) promptly upon request by the Lender deposit with the Lender all deeds, certificates and documents of title relating to all or any of the Charged Assets,
- (f) take all necessary action to ensure that the Account is operated in accordance with the terms of the mandate in relation to it and this Deed

6 Protection of Security

6 1 The Chargor agrees that this Deed is and shall be in addition and without prejudice to any other security or rights which the Lender holds or may hold in respect of all or any of the Secured Liabilities

6 2 This Deed will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever

6 3 The obligations of the Chargor under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation) -

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may have now or in the future from or against the Chargor or any other person in respect of the Secured Liabilities,
- (b) any act or omission by the Lender or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Chargor or any other person or the invalidity or unenforceability of any such security or guarantee,
- (c) any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Lender (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargor or any other person,
- (d) any grant of time, indulgence, waiver or concession to the Chargor or any other person,
- (e) any arrangement or compromise entered into between the Lender and the Chargor or any other person,
- (f) the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Chargor or any other person,
- (g) the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Chargor or any other person,
- (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order

6 4 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Deed or by law to -

- (a) take any action or obtain judgment or decree in any court against the Chargor,
- (b) make or file any claim to rank in a winding-up or a liquidation of the Chargor, or
- (c) enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of the Secured Liabilities

6 5 Any settlement or discharge between the Chargor and the Lender shall be conditional upon no security or payment granted or made to the Lender by the Chargor or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Lender) the Lender shall be entitled to recover from the Chargor the value or amount of such security or payment from the Chargor as if such settlement or discharge had not occurred

7 Enforcement

7 1 The security constituted by this Deed shall become enforceable upon and at any time after the occurrence of any of the following events -

- (a) if the Chargor has failed to pay all or any of the Secured Liabilities following a demand for payment by the Lender,
- (b) any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to appoint an administrator in respect of the Chargor,
- (c) any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to wind-up or dissolve the Chargor or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Chargor or any part of its undertaking or assets,
- (d) if the Chargor breaches any of the provisions of this Deed,
- (e) if an Event of Default occurs

8 Powers

8 1 At any time after this Deed has become enforceable the Lender may in its absolute discretion enforce all or any part of the security created by this Deed as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Act and all or any of the powers and discretions conferred by this Deed. In addition but without limitation the Lender shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to the Charged Assets which could have been exercised by the Chargor including -

- (a) power to apply or transfer as the Lender thinks fit (whether on or before or after the expiry of any fixed or minimum period for which any amount may have been deposited) all or any part of the Deposit in or towards payment or discharge of the Secured Liabilities,
- (b) power to sell or otherwise dispose of all or any of the Charged Assets,
- (c) power to receive all or any money payable in respect of or in connection with all or any of the Charged Assets, and/or
- (d) power to negotiate, compromise and/or agree any dispute arising out of all or any of the Charged Assets

8 2 Section 103 of the Act will not apply to this Deed and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed

8 3 Section 93 of the Act will not apply to this Deed

8 4 The Lender may exercise all or any of the powers referred to in this Deed in such manner and to such extent as the Lender considers appropriate (in its sole discretion) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Charged Assets

8 5 The Lender shall not be liable to account to the Chargor as mortgagee in possession or otherwise in respect of all or any of the Charged Assets and shall not be liable to the Chargor for any loss or damage arising from the exercise by the Lender of all or any of the powers conferred by this Deed or the Act (including, without limitation, any loss of interest arising from the termination before maturity of any deposit)

8 6 At any time after this Deed becomes enforceable, the Lender may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Assets or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Chargor All money paid by the Lender to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities

9 Application of Security Proceeds

9 1 Any money received under the powers conferred by this Deed or the Act will, subject to the payment or repayment of any prior claims and of all costs and expenses incurred by the Lender under or in connection with this Deed, be paid or applied in payment or discharge of the Secured Liabilities provided that the Lender may, without prejudice to any other rights the Lender may have at any time and from time to time, place and keep for such time as the Lender may think prudent any money received, recovered or realised under or by virtue of this Deed to or at a separate or suspense account to the credit either of the Chargor or of the Lender as the Lender thinks fit without any immediate obligation on the part of the Lender to apply such money or any part of such money in or towards the discharge of the Secured Liabilities

9 2 Subject to clause 9 1, any monies received or realised by the Lender from the Chargor under this Deed may be applied by the Lender to any item of account or liability or transaction in such order or manner as the Lender may determine

10 Protection of Third Parties

No purchaser or other person dealing with the Lender or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of the Lender or such agent or delegate to exercise any of the powers conferred by or referred to in this Deed has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise the Lender or such agent or delegate to act or as to the propriety or validity of the exercise or purported exercise of any such power

11 New Accounts

At any time following the Lender receiving notice (actual or constructive) that all or any of the Charged Assets have been encumbered by the grant of any fixed security, floating charge or other security right or have been disposed of, the Lender will be entitled to close the Chargor's then current account or accounts and to open a new account or accounts with the Chargor and (without prejudice to any right of the Lender to combine accounts) no money paid in or carried to the Chargor's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any closed account. If the Lender does not open a new account or accounts, the Lender will nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to the Lender will be credited or be treated as having been credited to the new account or accounts and will not reduce the amount of the Secured Liabilities.

12 Costs and Expenses

The Chargor shall pay or reimburse to the Lender on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) incurred or to be incurred by the Lender in the creation, registration, perfection, enforcement, discharge and/or assignment of this Deed (including, without limitation, the costs of any proceedings in relation to this Deed or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

13 Set off

13.1 The Chargor agrees that any monies from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever and including, without limitation, the Account) with the Lender may be retained as cover for and/or applied by the Lender at any time and without notice to the Chargor (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as the Lender may select.

13.2 If the Lender exercises any rights in respect of any money as referred to in clause 13.1 (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of the Chargor and that liability or any part of it is in a different currency from any credit balance against which the Lender seeks to exercise its rights, the Lender may use the currency of the credit balance to purchase an amount in the currency of the liability at a market rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by the Lender in connection with that purchase.

13.3 The Lender shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Lender.

14 Power of Attorney

- 14 1 The Chargor irrevocably and by way of security appoints the Lender as the attorney of the Chargor, for the Chargor and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Chargor under this Deed or may be required or deemed proper in the exercise of any of the rights or powers conferred on the Lender or otherwise for any of the purposes of this Deed
- 14 2 The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 14 1

15 Indemnity

- 15 1 The Lender and every attorney, manager, agent, employee or other person appointed by the Lender under or in connection with this Deed shall be indemnified by the Chargor in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in it or him pursuant to the terms of this Deed (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the Charged Assets and the Lender or any such other person may retain and pay all sums in respect of the same out of moneys received under the powers conferred by this Deed
- 15 2 The indemnity under clause 15 1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of the Lender

16 Notices

- 16 1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter
- 16 2 The address and fax number of the Lender for any communication or document to be made or delivered under or in connection with this Deed is Santander UK plc, 298 Deansgate, Manchester, M3 4HH, fax number 0161 953 3517, or any substitute address or fax number as the Lender may notify to the Chargor by not less than five Business Days' notice
- 16 3 The address of the Chargor for any communication or document under or in connection with this Deed is its registered office at the time such communication or document is made or delivered The fax number of the Chargor for any communication or document to be made or delivered under or in connection with this Deed is the fax number most recently provided to the Lender by the Chargor
- 16 4 Subject to clause 16 5, any communication made or document made or delivered by one person to another under or in connection with this Deed will only be effective -
- (a) if by way of fax, when received in legible form, or

- (b) if by way of letter, when it has been delivered to the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address

- 16 5 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender

17 Further Assurance

The Chargor (at its own cost) will on demand in writing by the Lender execute and deliver (in such form as the Lender may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Lender may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Deed or for facilitating the realisation of the Charged Assets charged by this Deed or the exercise of any rights of the Lender hereunder

18 Miscellaneous

- 18 1 If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired
- 18 2 No failure or delay by the Lender in exercising any right or remedy under this Deed shall operate as a waiver, and no single or partial exercise shall prevent further exercise of any right or remedy
- 18 3 The Lender will be entitled to disclose to any member of the Group, its auditors, advisors or applicable regulatory authority or any other person that enters or proposes to enter into any assignment, transfer, securitisation or other disposition of any part of any right or obligation in relation to the Secured Liabilities confidential information concerning this Deed or any arrangement made or to be made in connection with this Deed
- 18 4 Save to the extent expressly provided to the contrary in this Deed, a third party (being any person other than the Chargor or the Lender and their permitted successors and assigns) may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any amendment, variation or termination of this Deed
- 18 5 A certificate by any duly authorised officer of the Lender as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor
- 18 6 The Lender may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Deed (or all or any of its rights under this Deed) and/or any of its obligations under this Deed to any person. The Chargor may not assign, transfer or otherwise dispose of any part of the benefit or burden of this Deed or all or any of its rights under this Deed without the prior written consent of the Lender

19 **Definitions**

19 1 In the interpretation of this Deed -

"**Act**" means the Law of Property Act 1925,

"**Account**" means the account of the Chargor with the Lender, account number 10346477 sort code 09-02-22 as such account may be redesignated and/or renumbered from time to time,

"**Business Day**" means a day (other than a Saturday or Sunday) when the branch of the Lender at which the Chargor's account is located is open for business,

"**Charged Assets**" means the assets and rights charged in terms of this Deed,

"**Default Rate**" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor,

"**Deposit**" means all money in any currency now or hereafter standing to the credit of the Account (including, without limitation, any interest credited to it) including all or any part of the money pursuant thereto and the debt represented by it or any claim for repayment of that money,

"**Event of Default**" means any event listed in clause 19 to the Facility Letter,

"**Facility Letter**" means the facility letter dated on or around the date hereof by the Lender to the Chargor in relation to facilities of £3,000,000 (three million pounds) (as such letter is amended, varied, supplemented, novated or replaced from time to time),

"**Free Account**" means an account of the Chargor with the Lender which account shall in the absence of any other written arrangement to the contrary be operated solely by the Chargor or at its discretion,

"**Group**" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being

"**Group Member**" means each member of the Group

"**Secured Liabilities**" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Group Members (or any of them) by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety, (or guarantor or cautioner), including any money and liabilities of the Chargor to a third party which have been assigned or novated to or otherwise vested in the Group Members (or any of them) and including interest, discount, commission and other lawful charges or expenses which the Group Members (or any of them) may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account, and so that interest shall be computed and compounded according to the usual rates and practice of the Group Members (or any of

them) (or otherwise agreed in writing) as well after as before any demand made or judgment obtained under or in relation to this Deed

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

19.2 References to -

- (a) statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation,
- (b) "including" shall not be construed as limiting the generality of the words preceding it,
- (c) this Deed shall include any Schedule,
- (d) any term or phrase defined in the Companies Act 2006 shall bear the same meaning in this Deed,
- (e) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders,
- (f) this Deed and to any provisions of it or to any other document referred to in this Deed shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time,
- (g) any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity,
- (h) any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect,
- (i) clause headings are for ease of reference only and are not to affect the interpretation of this Deed

19.3 The parties intend that this document shall take effect as a deed

19.4 The use of bold type shall be ignored in the construction of this Deed

20 **Governing law**

This Deed shall be governed by and construed according to English law

IN WITNESS whereof this Deed has been executed by the Chargor as a deed and signed by the Lender and shall take effect on the day and year stated at the beginning of this document

SIGNATURE PAGE

EXECUTED as a deed on behalf of
NAPIER CAPITAL GENERAL PARTNER
NO. 1 LIMITED (acting as general partner
of Napier Capital No 1 LP)
acting by two directors or
one director in the presence of a witness

)
)
)
)
)
)

[Redacted signature]
Director

[Redacted signature]

Director/Witness

[Redacted signature]
[Redacted signature]
[Redacted signature]

EXECUTED by
as attorney
for SANTANDER UK PLC
in the presence of -

[Redacted signature]
[Redacted signature]
[Redacted signature]
[Redacted signature]
Attorney

Witness

Full Name

Address