

MG01

Particulars of a mortgage or charge

IRIS Laserform

111375/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

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08/02/2013

#24

COMPANIES HOUSE

For official use

1

Company details

Company number 0 7 1 6 4 5 3 1

Company name in full N4 HOLDCO LIMITED (the "**Mortgagor**")

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d2 d5 m0 m1 y2 y0 y1 y3

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Mortgage Deed of Stocks and Shares (the "**Mortgage**") to secure the liabilities of a third party

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured (a) all money and liabilities whether actual or contingent (including further advances made thereafter by the Bank) which now are or at any time thereafter may be due, owing or incurred from or by Napier Capital No 4 LP (the "**Customer**") to the Bank anywhere or for which the Customer may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and (in any case) in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including (without prejudice to the generality of the foregoing)

i) in the case of the death, bankruptcy, mental incapacity, administration, liquidation or dissolution of the Customer all money and liabilities (whether certain or contingent) which would at any time have been owing to the Bank (please see continuation page)

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	LLOYDS TSB BANK PLC (the "Bank")
Address	Customer Corporate Services Dept , City Office, PO Box 72, Bailey Drive, Kent
Postcode	M E 8 0 L S
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars	<p>By way of separate fixed security, mortgages with full title guarantee each of the following items (the "Mortgaged Securities") as continuing security for payment to the Bank of the Secured Obligations (as defined in the Mortgage)</p> <p>(a) all of the stocks, shares, bonds, certificates of deposit, bills of exchange, depository receipts, bonds, loan capital, debentures, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement) and other securities of any kind (whether in certificated or uncertificated form and whether marketable or otherwise) (the "Securities") which were or might at any time in the future be</p> <p>(i) lodged with or held (in certificated or uncertificated form) by the Bank or its agents on behalf or for the account of the Mortgagor, or</p> <p>(ii) transferred to or registered in the name of the Bank or its nominee(s) on behalf or for the account of the Mortgagor, or</p> <p>(iii) held (whether in certificated or uncertificated form) by any person other than the Mortgagor for or to the order of the Bank or its nominee(s) at the request of or by arrangement with the Mortgagor, or</p> <p>(iv) held in uncertificated form by a member of CREST or any other similar system (including the Mortgagor itself, if a member of CREST or other similar system) where the Bank or its nominee(s) may, to the exclusion of the member of the system, direct the transfer of such Securities,</p> <p>(whether lodged, held, transferred or registered for safe custody, collection, security or for any specific purpose or generally and either before or after the date hereof), and</p> <p>(b) the benefit of all arrangements, agreements, undertakings and accounts under which any person holds any such Securities on behalf of or on trust for the Mortgagor, or has an obligation to deliver or transfer any such Securities to the Mortgagor or to the order of the Mortgagor, and</p> <p>(c) all the rights and interests of the Mortgagor in such Securities and all allotments, offers, dividends and other distributions, interest, rights, benefits and advantages arising at any time in relation to any such Securities</p> <p>(please see continuation sheet)</p>
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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Burgis Solicitors LLP* X

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Alistair Rattray

Company name Burges Salmon LLP

Address One Glass Wharf

Post town Bristol

County/Region

Postcode B S 2 0 Z X

Country

DX Bristol 7829

Telephone 0117 939 2000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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 NR 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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>by the Customer if such death or dissolution or mental incapacity had occurred or such bankruptcy, administration or liquidation had commenced on the date of discontinuance and notwithstanding such death, bankruptcy, mental incapacity, administration, liquidation or dissolution, and</p> <p>(ii) in the event of the discontinuance of this Mortgage all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Customer on the Bank or its agents and purporting to be dated on or before the date of discontinuance although presented to or paid by the Bank or its agents after the date of discontinuance and all liabilities of the Customer to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Customer,</p> <p>(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Customer or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and</p> <p>(c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by the Customer or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities, together with interest computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due,</p> <p>(d) all other money and liabilities expressed to be secured in the Mortgage (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 4, 10, 11, and 34 of the Mortgage) and all other obligations and liabilities of the Mortgagor under the Mortgage,</p> <p>not exceeding the limit on the amount recoverable specified in the Second Schedule to the Mortgage (if any)</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(including all Securities (and the dividends and other distributions or interest thereon), rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, consolidation, sub-division or otherwise to or in respect of such Securities),

The Mortgagor shall not without the prior written consent of the Bank

- (a) sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with any of the Mortgaged Securities,
- (b) compound, release, exchange, set-off, discount, factor, or grant time or indulgence in respect of, any debt relating to any of the Mortgaged Securities or any part of the proceeds of any of the Mortgaged Securities or do anything whereby the recovery of any part of any such debt or any part of such proceeds may be impeded, delayed or prevented,
- (c) allow any other person to become registered as the holder of any of the Mortgaged Securities,
- (d) mortgage, charge or give any security of any kind to a third party over any of the Mortgaged Securities nor allow any such mortgage, charge or security to exist (other than the Prior Mortgage(s)),
- (e) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 6 1(d), or
- (f) give to any person any option or any other right in relation to any of the Mortgaged Securities



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7164531
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEED OF STOCKS
AND SHARES DATED 25 JANUARY 2013 AND CREATED BY N4
HOLDCO LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM NAPIER CAPITAL NO.4 LP TO LLOYDS
TSB BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
8 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY
2013

DX



Companies House



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