

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

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
company. To do this, please use
form MG01s

FRIDAY



A17 *A15B21U3* #362
23/03/2012
COMPANIES HOUSE

1

Company details

Company number

0 7 2 5 3 2 2 2

Company name in full

NAPIER CAPITAL NOMINEES NO 5 LIMITED

For official use

→ **Filing 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

d1 d5 m0 m3 y2 y0 y1 y2

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

LEGAL MORTGAGE

4

Amount secured

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

Amount secured

All present and future monies, obligations and liabilities owed by the
Borrower and or the Partnership to the Chargee, whether actual or
contingent and whether owed jointly or severally, as principal or surety
and/or in any other capacity whatsoever under or in connection with
(a) the facility agreement dated 15 March 2012 between the Borrower
and the Chargee or the legal mortgage (including, without limitation, those
arising under clause 20.3.2 of the legal mortgage), and
(b) all other existing and/or future agreements, deeds or documents
which the Borrower has agreed in writing or does, in the future, agree in
writing shall be secured upon the Charged Property
together with all interest (including, without limitation, default interest)
accruing in respect of such monies, obligations or liabilities

(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 MONTELLO PRIVATE FINANCE GENERAL PARTNERS LIMITED

Address ("the Chargee")

68 LOMBARD STREET, LONDON

Postcode E C 3 V 9 L J

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

By way of first legal mortgage, the Property,

By way of first fixed charge

(i) all the Borrower's rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy, the Rent and the benefit of any guarantee or security in respect of the Rent to the extent not effectively assigned in the legal mortgage,

(ii) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them), and

(iii) all authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Property or the use of any Charged Property, and all rights in connection with them, and

(iv) all monies from time to time standing to the credit of the Rent Account

By way of assignment to the Chargee, subject to a proviso for reassignment on irrevocable discharge in full of the amount secured

(i) all the Borrower's rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy, and

(ii) the Rent and the benefit of any guarantee or security in respect of the Rent, provided that nothing in such assignment shall constitute the Chargee as mortgagee in possession

A reference in the legal mortgage to a charge or mortgage of or over the Property includes

(a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant

(please see continuation page)

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Clause 20 3 of the legal mortgage provides that</p> <p>Any release, discharge or settlement between the Borrower and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the amount secured being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise Despite any such release, discharge or settlement</p> <p>20 3 1 the Chargee or its nominee may retain the legal mortgage and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund, and</p> <p>20 3 2 the Chargee may recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred</p> <p>Definitions</p> <p>"Borrower" means Napier GP and Napier Nominee</p> <p>"Charged Property" means all the assets, property and undertaking from time to time subject to any encumbrance created by the legal mortgage other than any personal chattels or trade machinery as defined in sections 4 and 5 of the Bills of Sale Act 1878 (and references to the Charged Property shall include references to any part of it)</p> <p>"Napier GP" means Napier Capital General Partner No 5 Limited (Company Number 07331688) acting on both its own behalf and as general partner of the Partnership</p> <p>"Napier Nominee" means Napier Capital Nominees No 5 Limited (Company Number 07253222)</p> <p>"Partnership" means Napier Capital No 5 LP (LP Number LP014916)</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	<p>and machinery which are situated on or form part of the Property at any time but excluding trade machinery within the meaning of section 5 of the Bills of Sale Act 1878,</p> <p>(b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,</p> <p>(c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants, and</p> <p>(d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property</p> <p><u>Definitions</u></p> <p>"Insurance Policy" means each contract or policy of insurance effected or maintained from time to time in respect of the Property</p> <p>"Property" means all that freehold land at 5-11 London Road, Maidstone, Kent ME16 8HR as is registered at the Land Registry with Title Number K89294, all that freehold land being Flat 1, 13 London Road, Maidstone, Kent ME16 8HH as is registered at the Land Registry with Title Number K101732 and all that freehold land being land on the south side of London Road, Maidstone, Kent as is registered at the Land Registry with Title Number K161936</p> <p>"Rent Account" means the Borrower's bank account (if any) from time to time designated by the Lender, as that account may be renumbered or redesignated from time to time</p> <p>"Rent" means all amounts payable to or for the benefit of the Borrower by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Borrower in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise</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

NONE

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 Jeffrey Green Russell. 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 STEVEN FULLMAN

Company name JEFFREY GREEN RUSSELL

Address WAVERLEY HOUSE

7/12 NOEL STREET

LONDON

Post town

County/Region

Postcode W 1 F 8 G Q

Country UNITED KINGDOM

DX 44627 MAYFAIR

Telephone 0207 339 7046



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7253222
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 15
MARCH 2012 AND CREATED BY NAPIER CAPITAL NOMINEES
NO 5 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE BORROWER AND OR THE
PARTNERSHIP TO MONTELLO PRIVATE FINANCE GENERAL
PARTNERS LIMITED 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 23 MARCH 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 MARCH 2012



Companies House
— for the record —



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