

MR01

Particulars of a charge

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**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](http://www.companieshouse.gov.uk)

☒ **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 no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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  
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**

SATURDAY



A08 \*A515SIOY\* #397  
20/02/2016  
COMPANIES HOUSE

**1 Company details**

Company number 0 7 2 5 3 2 8 7

Company name in full NAPIER CAPITAL GENERAL PARTNER NO 13 LIMITED ACTING AS  
GENERAL PARTNER OF NAPIER CAPITAL NO 13 LP

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 Charge creation date**

Charge creation date 1 6 0 2 2 0 1 6

**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 THE ROYAL BANK OF SCOTLAND PLC

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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<b>4</b>	<b>Brief description</b>	<p>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</p>	<p>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"</p> <p>Please limit the description to the available space</p>
	Brief description	ALL THAT PIECE OF LAND KNOWN AS HOMEBASE LTD, BATH ROAD, BROOMHALL, WORCESTER WR5 3HW REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WR9147 TOGETHER WITH THE BUILDINGS AND WORKS FROM TIME TO TIME ERECTED OR STANDING ON IT (SEE THE CHARGING INSTRUMENT FOR FURTHER INFORMATION)	
<b>5</b>	<b>Other charge or fixed security</b>	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<b>8</b>	<b>Trustee statement <sup>1</sup></b>	<p>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</p> <p><input checked="" type="checkbox"/></p>	<p><sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)</p>
<b>9</b>	<b>Signature</b>	<p>Please sign the form here</p> <p>Signature</p> <p>X Stephenson Harwood LLP X</p> <p>This form must be signed by a person with an interest in the charge</p>	

# 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

Charlotte Simons

Company name

Stephenson Harwood LLP

Address

1 Finsbury Circus

London

Post town

County/Region

Postcode

E C 2 M 7 S H

Country

DX DX 64, Chancery Lane

Telephone

020 7329 4422



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7253287

Charge code: 0725 3287 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2016 and created by NAPIER CAPITAL GENERAL PARTNER NO 13 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2016.

DX

Given at Companies House, Cardiff on 25th February 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**EXECUTION VERSION**

**Legal Charge – Commercial Property (3<sup>rd</sup> Party – Corporate)  
(12/10)**

**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. YOUR LIABILITY IS LIMITED TO THE VALUE OF THE PROPERTY.**

**General Partner:** Napier Capital General Partner No 13 Limited (company number 07253287)

**Nominee:** Napier Capital Nominees No 13 Limited (company number 09784368)

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

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

**Property:** All that piece of land known as Homebase Ltd, Bath Road, Broomhall, Worcester WR5 3HW registered at the Land Registry with title number WR9147 together with the buildings and works from time to time erected or standing on it. References to Property include any part of it and the other assets charged by Clause 1.

**Date:** 10/09/2018

**You must date  
the document**

References to "Owners" means the General Partner, the Nominee and the Customer and references to "Owner" means each one of them.

**1. Customer's Obligations**

The Owners 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 or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property 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**

- 2.1 Each Owner as a continuing security for the payment on demand of the Customer's Obligations and with full title guarantee:
  - 2.1.1 charges to the Bank all legal interest in the Property, by way of legal mortgage.
  - 2.1.2 gives to the Bank a fixed charge over any of the following property of that Owner, whether owned now or in the future:
    - 2.1.2.1 any other interest in the Property.
    - 2.1.2.2 all rents receivable from any lease granted of the Property.

2.1.2.3 all the goodwill of that Owner's business carried on at the Property.

2.1.2.4 the proceeds of any Insurance affecting the Property.

2.1.2.5 all fixtures and fittings not forming part of the Property.

2.1.2.6 all plant and machinery at the Property, including any associated warranties and maintenance contracts.

2.1.2.7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business.

## **2. Restrictions**

No Owner will, without the Bank's consent:

2.1 permit or create any mortgage, charge or lien on the Property.

2.2 dispose of the Property.

2.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting.

2.4 part with or share possession or occupation of the Property.

## **3. Land Registry**

Each Owner and the Bank apply to the Land Registry to enter a restriction that "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the charges register". The Bank may also register any priority arrangements at the Land Registry which will then be publicly available.

## **5. Preservation of the Bank's Claims**

5.1 Until the Customer's Obligations have been paid in full:

5.1.1 no Owner is entitled to claim or share any security held by the Bank, or any payment received by the Bank, for the Customer's Obligations.

5.1.2 no Owner will make any claim against, or in the insolvency of, the Customer or any guarantor of the Customer.

5.1.3 no Owner will take any security from, or enforce any security against, the Customer or any guarantor of the Customer.

5.2 Each Owner will hold on trust for the Bank any payment or security received by the Owner in breach of these provisions.

## **6. Preservation of the Bank's Rights and Further Assurance**

6.1 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.

6.2 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.

- 6.3 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.
- 6.4 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.
- 6.5 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.

**7. Property Undertakings**

Each Owner will:

- 7.1 permit the Bank at any time to inspect the Property.
- 7.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at each Owner's expense.
- 7.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, each Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Customer's Obligations or any secured expenses.
- 7.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property.
- 7.5 keep the Property in good condition.
- 7.6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations.
- 7.7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease.

**8. Possession and Exercise of Powers**

- 8.1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owners will continue in possession until the Bank takes possession.
- 8.2 If the Bank makes a demand on the Customer, the Bank may then take possession or exercise any of its other powers without further delay.
- 8.3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.
- 8.4 The Bank will not be liable to account to the Owners for any money not actually received by the Bank.

**9. Appointment of Receiver**

The Bank may appoint or remove a receiver or receivers of the Property. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owners' agent and the Owners (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

## **10. Powers of the Bank and Receivers**

### **10.1 The Bank or any receiver may:**

- 10.1.1** carry on that Owner's business that is conducted at the Property.
  - 10.1.2** enter, take possession of, and/or generally manage the Property.
  - 10.1.3** complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.
  - 10.1.4** purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Bank or a receiver under this power.
  - 10.1.5** sell, lease, surrender or accept surrenders or leases, charge or deal with the Property without restriction, including disposing of any fixtures separately
  - 10.1.6** complete any transactions by executing any deeds or documents in the name of the Owners.
  - 10.1.7** take, continue or defend any proceedings and enter into any arrangement or compromise.
  - 10.1.8** insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
  - 10.1.9** employ advisers, consultants, managers, agents, workmen and others.
  - 10.1.10** purchase or acquire materials, tools, equipment, furnishings, goods or supplies.
  - 10.1.11** do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 10.2** A receiver may borrow and secure the repayment of any money, in priority to the Customer's Obligations, for these purposes.
- 10.3** Joint receivers may exercise their powers jointly or separately.
- 10.4** A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 10.5** The Bank may exercise any of its powers even if a receiver has been appointed.
- 10.6** The receiver may dispose of any of each of the Owner's assets (not charged by this deed) that are at the Property. If the receiver sells any of each of the Owner's assets using this power, the receiver will pay the proceeds to the Bank, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Bank will be a debt owed by the Bank to the relevant Owner
- 10.7** 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.
- 10.8** 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 Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction.

## **11. Application of Payments**



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

11.2 If the Owners give notice to discontinue this deed or the Bank receives notice of any charge or other interest affecting the Property, 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.

11.3 The Bank may place any amount realised from the Property in a separate account without applying it to the Customer's Obligations. The Bank may keep this arrangement in place for as long as the Bank considers necessary.

**12. Power of Attorney**

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

**13. Certificate of the Customer's Obligations**

A certificate signed by a Bank official as to the amount due from the Customer or the amount secured on the Property will be binding on each Owner, except if there is an obvious error.

**14. More than One Owner**

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities. References to the Owner are to them together and separately.

**15. Consents, Notices and Demands**

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

15.2 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.

15.3 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.

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

**16. Transfers**

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

**17. Law**

17.1 English law governs this deed and the English courts have exclusive jurisdiction.

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

Executed and Delivered as a deed by  
the Customer acting by its General  
Partner

SIGNATURE

REDACTED

Director

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

SIGNATURE

REDACTED

Carmen Davies

ADDRESS

REDACTED

Portugal

Executed and Delivered as a deed by  
the General Partner

SIGNATURE

REDACTED

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

SIGNATURE

REDACTED

Carmen Davies

ADDRESS

REDACTED

Portugal

Executed and Delivered as a deed by  
the Nominee

SIGNATURE  
REACTED

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required

Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

SIGNATURE  
REACTED

*Carm Davies*

ADDRESS

REACTED

*Parryel.*