

MR01

Particulars of a charge

184046/13

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

☒ **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

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

SATURDAY



A25 14/06/2014 #257
COMPANIES HOUSE

1 Company details

Company number 0 8 7 3 2 9 7 3

Company name in full ☒ Napier Capital General Partner No 10 Limited

 For official use

→ **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 ☒ d1 d2 m0 m6 y2 y0 y1 y4

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 (Bank)

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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Not applicable

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

✓ ☒ Yes
☐ No

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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 Adlleshaw Goddard LLP X

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

MR01**Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **MASSHR/304919-3821**

Company name **Addleshaw Goddard LLP**

Address **Milton Gate**

60 Chiswell Street

Post town **London**

County/Region

Postcode

E	C	1	Y		4	A	G
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Country **United Kingdom**

DX **47 London**

Telephone **020 7606 8855**

**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

CHFP025

04/13 Version 1 0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8732973

Charge code: 0873 2973 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th June 2014 and created by NAPIER CAPITAL GENERAL PARTNER NO 10. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th June 2014.

Dx

Given at Companies House, Cardiff on 19th June 2014



Companies House



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

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: Napier Capital General Partner No 10 Limited (Registered No: 08732973)

Customer: GYRR Hotel Growth No 1 LP a limited established under a partnership agreement and registered in England under the Limited Partnership Act 1907 with registered number LP15760

Bank: The Royal Bank of Scotland plc

Securities: All securities and investments belonging to the Owner (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 SUMIT CHAKRAVARTY

Signature

Address

Occupation

BUSINESS DEVELOPMENT DIRECTOR

Date 12 June 2014

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 12 June 2014
ADDLESHAW GODDARD LLP