



Registration of a Charge

Company name: **Lord Street Properties (Southport) Limited**

Company number: **00050429**



X55UEL4

Received for Electronic Filing: **28/04/2016**

Details of Charge

Date of creation: **15/04/2016**

Charge code: **0005 0429 0010**

Persons entitled: **HSBC BANK PLC AS SECURITY TRUSTEE FOR THE FINANCE PARTIES (SECURITY TRUSTEE)**

Brief description: **THE FREEHOLD LAND BEING BURTON AVENUE AND 311 AND 317 (ODD NUMBERS) LORD STREET AND 54 AND 56 WEST STREET, SOUTHPORT REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER MS41235. PLEASE SEE SCHEDULE 1 OF THE CHARGING INSTRUMENT FOR FURTHER DETAIL.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 50429

Charge code: 0005 0429 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th April 2016 and created by Lord Street Properties (Southport) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2016 .

Given at Companies House, Cardiff on 29th April 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Security Deed of Accession

This Deed is made on 15 April 2016

Between

- (1) **Panther Securities P.L.C.** (registered in England with number 00293147) for itself and for the other Chargors (**Company**);
- (2) **Lord Street Properties (Southport) Limited** (registered in England with number 00050429) (**Acceding Chargor**); and
- (3) **HSBC Bank plc** as security trustee for the Finance Parties (**Security Trustee**).

Recital:

This Deed is supplemental to a debenture dated 28 July 2011 between, inter alios, the Company, certain Subsidiaries of the Company and the Security Trustee (**Debenture**).

The Acceding Chargor has also entered into an Accession Agreement to the Facility Agreement on or about the date of this Security Deed of Accession.

It is agreed

1 Definitions and Interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor in its Subsidiaries, including those listed in schedule 2 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration) and 1.5 (Incorporated terms), of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

The Acceding Chargor covenants with the Security Trustee as security trustee for the Finance Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 **Charging provisions**

All security created by a Chargor under clause 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Security Trustee as security trustee for the Finance Parties.

2.4 **First legal mortgages**

The Acceding Chargor charges by way of first legal mortgage the properties described in schedule 1 (Properties) to this Deed and, in each case, all Fixtures on each of the Properties.

2.5 **Assignments**

The Acceding Chargor assigns:

- (a) its Rental Income, and all other sums, payable under any Occupational Lease to which it is a party;
- (b) the agreements described in schedule 3 (Relevant Agreements) to this Deed; and
- (c) its Relevant Policies.

The Acceding Chargor shall remain liable to perform all its obligations under each Occupational Lease, the Relevant Agreements and the Relevant Policies.

2.6 **First fixed charges**

The Acceding Chargor charges by way of first fixed charge:

- (a) all other interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4 (First legal mortgages) and in each case, the Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;

- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each a **Charged Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (m) to the extent that any legal mortgage in clause 2.4 or any assignment in clause 2.5 is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause.

2.7 **Floating charge**

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 **Consent of existing charging companies**

The Company for itself and the other Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 **Security power of attorney**

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 **Counterparts**

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts by each party on separate counterparts. Each counterparts is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered

into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

6 Governing law and jurisdiction

Clause 29 of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Properties

Address	Title number
Freehold land being Burton Avenue and 311 and 317 (odd numbers) Lord Street and 54 and 56 West Street, Southport	MS41235
Freehold land at the back of 277 Lord Street, Southport	MS165743
Freehold land at 295-307 Lord Street, Southport	MS567879
Freehold land at 55 West Street, Southport	MS566519
Freehold land on the north west side of Lord Street, the south east side of West Street, Garage premises and 58 and 60 West Street and on the south west side of Cable Street, Southport	MS273887

Schedule 2

Subsidiary Shares

None

Schedule 3

Relevant Agreements

None

SIGNATORIES TO THE SECURITY DEED OF ACCESSION

Company

Executed as a deed by

Panther Securities P.L.C.

acting by two directors or by a director and its
secretary

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Director

Director/Secretary

JIAN DOYLE

SIMON PETERS

Acceding Chargor

Executed as a deed by

Lord Street Properties (Southport) Limited

acting by a director in the presence of

)

)

)

Director

SIMON PETERS

Signature of Witness

Name

OLWYN GRANDIS

Address

The Security Trustee

HSBC Bank plc

By:

SIGNATORIES TO THE SECURITY DEED OF ACCESSION

Company

Executed as a deed by)
Panther Securities P.L.C.) Director
acting by two directors or by a director and its)
secretary)
) Director/Secretary

Acceding Chargor

Executed as a deed by)
Lord Street Properties (Southport) Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name

Address

.....

The Security Trustee

HSBC Bank plc ■

By:

