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In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge

Laserform

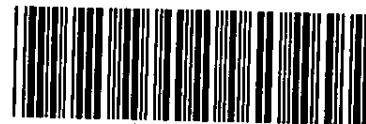
A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFilin
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 the
instrument Use form MR01

SATURDAY



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06/12/2014

#50

COMPANIES HOUSE

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. **Do not send the original**

1 Company details

Company number 01107006

Company name in full Panther Investment Properties Limited

For official use
92

→ **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 04/01/2014

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 HSBC Bank plc as security trustee for the Finance Parties (Security
Trustee)

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

CHFP025

06/14 Version 2.0 Laserform International 6/14

MR01

Particulars of a charge

4

Brief description

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

Brief description

The leasehold property known as Nasons of Canterbury Limited, Maynard Road, Wincheap Industrial Estate, Canterbury and registered at the Land Registry with title number K636465

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"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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 *Abdullah Goodland LLP* X

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

CHFP025
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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 RACKC/15421-1356

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode EC1Y 4AG

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1107006

Charge code: 0110 7006 0092

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2014 and created by PANTHER INVESTMENT PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2014.

Q

Given at Companies House, Cardiff on 11th December 2014



Companies House



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

Dated 4 December 2014

PANTHER INVESTMENT PROPERTIES LIMITED
as Chargor

and

HSBC BANK PLC
as Security Trustee

SUPPLEMENTAL LEGAL CHARGE

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

Addleshaw Goddard LLP

DATE *5 December 2014*
ADDLESHAW GODDARD LLP

✓

ADDLESHAW GODDARD

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This Deed is made on

4 December 2014

Between

- (1) **Panther Investment Properties Limited** (registered in England with number 01107006) (Chargor), and
- (2) **HSBC Bank plc** as security trustee for the Finance Parties (**Security Trustee**, which term shall include any person appointed as security trustee or as an additional trustee in accordance with the terms of the Facility Agreement)

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed

Debenture means the debenture dated 28 July 2011 made between the companies listed in schedule 1 therein (including the Chargor) as chargors and the Security Trustee

Facility Agreement means the facility agreement dated 27 July 2011 made between, amongst others, Panther Securities P L C as borrower, the companies listed in part 1 of schedule 1 thereto as guarantors, HSBC Bank plc as agent, HSBC Bank plc as security trustee, HSBC Bank plc and Abbey National Treasury Services plc as original lenders and arrangers and HSBC Bank plc as original hedge counterparty as the same is amended or amended and restated from time to time

Party means a party to this Deed

Property means the property described in the schedule (Property) to this Deed

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Debenture has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed
- (b) Clause 1.2(c) (Interpretation) of the Debenture is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Deed** (meaning the Debenture) shall be read as a reference to this Deed

1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999
- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it

2 Debenture

- (a) This deed is supplemental to the Debenture
- (b) On and from the date of this Deed, the Property shall be deemed to form part of the Secured Assets and the Secured Property for the purposes of the Debenture
- (c) On and from the date of this Deed the Property will be an Approved Property for the purposes of the Facility Agreement
- (d) Clauses 2 (Covenant to pay), 3 9 (Documents of title), 3 10 (Small company moratorium), 4 (Continuing security), 5 (Negative pledge), 6 (Restrictions on disposals), 7 (Further assurance), 11 (Security power of attorney), 12 (Enforcement of security) and 13 (Receiver) to 30 (Enforcement) (inclusive) shall apply to this Deed, the Property and the realisation of the Security created under this Deed as if set out in this Deed in full but so that each reference in those clauses to this Deed (meaning the Debenture) shall be read as a reference to this Deed
- (a) The Debenture shall remain in full force and effect and all references in the Finance Documents to the Debenture shall be to the Debenture as amended and/or supplemented by this Deed

3 Incorporated terms

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

4 Charging provisions

4 1 General

All Security created by the Chargor under clauses 4 2 (First legal mortgages) and 4 3 (Assignments) 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 Chargor in and to the relevant Secured Assets,
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties, and
- (e) granted pursuant to clause 7 (Further assurance) of the Debenture

4 2 First legal mortgage

The Chargor charges by way of first legal mortgage the Property and all Fixtures on the Property

4 3 Assignments

The Chargor assigns

- (a) all Rental Income in respect of the Property, and all other sums, payable under any Occupational Lease affecting the Property and to which it is a party,
- (b) the Relevant Agreements relating to the Property and to which it is a party, and
- (c) the Relevant Policies relating to the Property

The Chargor shall remain liable to perform all its obligations under each such Occupational Lease, Relevant Agreement and Relevant Policy

4 4 First fixed charges

The Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 4 2 (First legal mortgage) or any assignment in clause 4.3 (Assignments) is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause

5 Land Registry

5 1 Application for restriction

- (a) The Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of the Property
- (b) The Chargor confirms that the Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

5 2 Tacking and further advances

The Lenders are, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Borrower and this Security has been made for securing such further advances. The Security Trustee and the Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title of the Property

6 Notices of assignments and charges

6 1 Rental Income

The Chargor shall comply with its obligations under clause 9 1 (Rental Income) of the Debenture in respect of each Occupational Lease to which the Property is subject

6 2 Relevant Agreements

The Chargor shall comply with its obligations under clause 9 2 (Relevant Agreements) of the Debenture in respect of each Relevant Agreement (other than an Occupational Lease) assigned under clause 4 3 (Assignments)

6.3 Insurance policies

The Chargor shall comply with its obligations under clause 9.3 (Insurance policies) of the Debenture in respect of each Relevant Policy assigned under clause 4.3 (Assignments)

7 Finance Document

This Deed is a Finance Document

8 Counterparts

This Deed and any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart 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.

9 Governing law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

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

The Schedule

Property

Country and District (or Address or Description London Borough)	Title Number(s)
The leasehold property known as Nasons of Canterbury Limited, Maynard Road, Wincheap Industrial Estate, Canterbury	K636465

SIGNATORIES TO THE SUPPLEMENTAL LEGAL CHARGE DEED

Chargor

Executed as a deed by)
Panther Investments Properties Limited) Director
acting by two directors or by a director and its)
secretary)
) Director/Secretary

The Security Trustee

Signed by)
duly authorised for and on behalf of)
HSBC Bank plc)
Duly Authorised