



Companies House

MR01(ef)

Registration of a Charge

Company name: **PANTHEON PARTNERS LIMITED**

Company number: **07456105**

Received for Electronic Filing: **18/07/2013**



Details of Charge

Date of creation: **11/07/2013**

Charge code: **0745 6105 0001**

Persons entitled: **MRS ANDREA S GREYSTOKE**

Brief description:

Contains fixed charge(s).

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

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GEMMA MILNE - DIRECTOR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7456105

Charge code: 0745 6105 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2013 and created by PANTHEON PARTNERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2013 .

Given at Companies House, Cardiff on 19th July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 11 July 2013

Pantheon Partners Limited

and

Andrea Greystoke

DEBENTURE

THIS DEBENTURE is made the 11 day of July 2013

BETWEEN

Pantheon Partners Limited a limited company incorporated in England, with company number 07456105 and whose registered address is 6 Porter Street, London W1U 6DD (the "Borrower"),

and

Andrea Greystoke of 29 Platts Lane, London NW3 7NN (the "Lender").

IT IS AGREED

1. Definitions

1.1. In this Debenture following terms shall (save where the context otherwise requires) have the following meanings:

"Charged Property"	means the property referred to in clauses 3.1.1, 3.1.2 and 3.1.3 collectively;
"Debenture"	means this document;
"Encumbrance"	means any mortgage charge pledge lien assignment hypothecation security interest or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment;
"Event of Default"	means the events set out in clause 9.2 hereof and those events as set out in the Loan Agreement;
"Fixed Charged Property"	means the property referred to in clauses 3.1.1 and 3.1.2 and together with any property for the time being effectively charged by way of a fixed charged pursuant to the application of clause 3;
"Further Indebtedness"	means any further loans made by the Lender to the Borrower under the Loan Agreement;
"Indebtedness"	means all monies, liabilities and obligations which now are or shall at any time hereafter be due, owing or incurred to

the Lender by the Borrower whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or any way whatsoever under the Loan Agreement in accordance with the terms agreed between the Lender and the Borrower;

"Loan Agreement"	the deed entered into between the Borrower and the Lender dated 11 July 2013 pursuant to which the Lender has lent the sum of £64,261.00 to the Borrower;
"LPA"	Law of Property Act 1925; and
"Secured Liabilities"	monies due to the Lender as set out in the Loan Agreement and secured by this Debenture.

- 1.2. All references to a statutory provision shall be construed as including references to:
 - 1.2.1. any statutory modification, consolidation or re-enactment (whether before or after the date of this Debenture) for the time being in force;
 - 1.2.2. all statutory instruments or orders made pursuant to a statutory provision; and
 - 1.2.3. any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.
- 1.3. Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa;
- 1.4. Clause headings in this Debenture are for ease of reference only and do not affect the construction of any provision.
- 1.5. Unless otherwise defined herein, terms defined in the Loan Agreement bear the same meaning herein.

2. Covenant to Pay

- 2.1. The Borrower hereby agrees to pay or discharge the Indebtedness and any Further Indebtedness to the Lender when the same is due to be paid and discharged subject to the terms and conditions of the Loan Agreement.

3. Charge

3.1. The Borrower with full title guarantee and as security for payment and discharge of the monies, liabilities and obligations hereby charges:

3.1.1. By way of legal mortgage all freehold and leasehold land now vested in the Borrower together with all buildings fixtures fittings and fixed plants and machinery or at any time hereafter thereon;

3.1.2. by way of a fixed charge (save to the extent hereinbefore charged):

- (i) all the present and future rights title and interest of the Borrower in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures fittings and fixed plant and machinery now or at any time hereafter thereon;
- (ii) all chattels now or at any time hereafter belonging to the Borrower (excluding any of the same being forming part of the stock in trade or work in progress of the Borrower or which are for the time being otherwise effectively charged by way of legal mortgage or fixed charged hereunder);
- (iii) the benefit of all licences guarantees rent deposits, contracts deeds undertaking and warranties relating to any land or other property hereinbefore referred to and/or to any trade or business from time to time carried on by the Borrower;
- (iv) all book debts and other debts and monetary claims (including without limitation any credit balance on any on any account of the Borrower with any bank or other person and rent licence fees or now or at any time hereafter due from any lessee, licensee or occupier of any immovable property wherever situated);
- (v) any credit balance from any account of the Borrower with any bank;
- (vi) all goodwill and uncalled capital/drawings for the time being of the Borrower;
- (vii) all stock, shares, debentures, bonds, loan capital and other securities of any description of any other person and all rights to subscribe or

convert other securities into or otherwise acquire any such securities now or for any time hereafter belonging to the Borrower together with all dividend interest and other income;

- (viii) all letters, patents, trademarks, services marks, design rights, utility models, copyright and application for registration of any of the foregoing and the right to apply for them in any part of the world at any time hereafter belonging to the Borrower;
- (ix) all policies of insurance or assurance and all rights and claims to which the Borrower is now or may at any time hereafter become entitled to in relation to the proceeds thereof;
- (x) all rights and other property t which the borrower is now or may at any time hereafter become entitled as a result of or in connection with any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in the jurisdiction;
- (xi) the benefit of all agreements for the provision of the borrower to any person of any loan or credit or other financial accommodation of any description; and
- (xii) the proceeds of sale of any property hereinbefore referred to; and

3.1.3. By way of floating charge all the undertaking of the Borrower and all its property whatsoever and wheresoever both present and future (other than any part thereof which is for the time being effectively charged by way of legal charge mortgage or fixed charge hereunder and recognised as effectively so charged under the law of the jurisdiction in which the same is situated).

3.2. The floating charge created by clause 3.1.3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

- 3.2.1. a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or
- 3.2.2. any persons levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property; or

3.2.3. the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.

3.3. Any asset acquired by the Borrower after any crystallisation of the floating charge created under this Debenture which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of a first fixed charge.

4. The Borrower's Obligations

4.1. The Borrower shall not without the previous written consent of the Lender except for charges or disposals in favour of the Lender made under or pursuant to this Debenture, create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets or sell or transfer or otherwise dispose of its undertaking or other assets or any part of them except by getting in and realising them in the ordinary and proper course of its business.

4.2. The Borrower agrees to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar businesses and shall procure that the Lender is noted on all policies of that insurance.

4.3. The Borrower agrees to apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the monies obligations and liabilities secured by this Debenture

4.4. If the Borrower fails to maintain the insurance required in clause 4.2 the Lender may take out or renew any insurance and recover the premiums and other expenses so incurred from the Borrower as a debt on demand.

4.5. The Borrower agrees to keep the Charged Property in a good state of repair and condition.

5. Power of Sale

Section 103 of the LPA shall not apply to this security which shall immediately become enforceable and the power of sale and other powers conferred by section 101 of the LPA as varied or extended by this security shall be immediately exercisable at any time after notice demanding payment of any monies hereby secured shall have been served by the Lender on the Borrower.

6. Receiver

- 6.1. At any time after the floating charge shall have become a fixed charge or at the request of the Borrower, the Lender may by writing appoint any person (or persons) to be an administrator, a receiver, manager or administrative receiver ("the Receiver") of the assets hereby charged and may similarly remove any receiver and appoint another in his stead. Any Receiver so appointed shall be the agent of the Borrower and it shall be responsible for his act or default and for his remuneration.
- 6.2. Any Receiver shall have all the powers conferred by Insolvency Act 1986 (as amended) on receivers, administrative receivers and administrators appointed under that act (which in the case of joint receivers may be exercised jointly or severally). In addition, but without prejudice to the generality of the foregoing, the Receiver shall have power (in the name of the Borrower or otherwise and in such manner and on such terms and conditions as he shall think fit):-
- 6.2.1. to take possession of, collect and get in the Charged Property hereby charged for that purpose and to take any proceedings in the names of the Borrower or otherwise;
 - 6.2.2. to manage or carry on or concur in carrying on the business of the Borrower as he may think fit and for that purpose make or procure advances on the security of all or any part of the Charged Property;
 - 6.2.3. to take, continue or defend any proceedings and make any arrangement or compromise which he shall think fit;
 - 6.2.4. to make and effect all repairs, improvements and insurances;
 - 6.2.5. to appoint managers, officers and agents for any of the above purposes at such salaries as the Receiver may determine;
 - 6.2.6. promote the formation of a subsidiary company or other company so that such subsidiary may purchase, licence or otherwise acquire interest in all or any of the Charged Property;
 - 6.2.7. sell, assign, let or otherwise dispose of all or any of the debts and any other assets in respect of which he is appointed; and

6.2.8. to do all such other acts and things which he may consider to be incidental or conducive to any of the above powers.

7. Application of Monies

7.1. Any monies received under this Debenture shall be applied:-

7.1.1. firstly in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lender or Receiver and of the remuneration of the Receiver;

7.1.2. secondly in or towards satisfaction of the Indebtedness in such order as the Lender shall in its absolute discretion determine;

7.1.3. thirdly the surplus, if any, shall be made to the person or persons entitled to it.

8. Continuing Security

8.1. This Debenture shall be:-

8.1.1. a continuing security to the Lender until repayment of the Indebtedness;

8.1.2. without prejudice and in addition to any other security for the Indebtedness which the Lender may hold now or hereafter on all or any part of the Charged Property;

8.1.3. in addition to any rights, powers or remedies at law.

9. Enforcement

9.1. If any Event of Default shall occur and be continuing then:

9.1.1. the Lender shall cease to be under any further commitment to the Borrower and may at any time thereafter (notwithstanding any conflicting agreement or arrangement) declare the Indebtedness to be immediately due and payable or payable forthwith on demand; and

9.1.2. the security hereby constituted shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the LPA as varied or extended by this Debenture shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise.

- 9.2. Each of the following events shall constitute an Event of Default, namely:
- 9.2.1. if there shall occur any event of default howsoever described under the Loan Agreement;
 - 9.2.2. If the Borrower is in material breach of any of the material obligations binding on in under this Debenture;
 - 9.2.3. if the Borrower fails to pay any sums payable by it from time to time to the Lender on the due date or fails to comply with any term, condition, covenant or other provision of the Loan Agreement or to perform any of its obligations or liabilities to the Lender or if any representation or warranty from time to time made to the Lender by the Borrower is or becomes incorrect or misleading in a material respect;
 - 9.2.4. if any financial obligation of the Borrower to a third party becomes due or capable of being declared due before its specified maturity date under the terms of any agreement or instrument creating or evidencing the same or is otherwise not paid when due (or within any applicable period of grace) or any guarantee or indemnity given by the Borrower is not honoured when due and called upon;
 - 9.2.5. if an encumbrancer takes possession of or a trustee receiver or similar officer is appointed in respect of all or any part of the business or assets of the Borrower or a distress execution attachment or other legal process is levied or enforced upon or sued out against all or any material part of such assets;
 - 9.2.6. if the Borrower is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as amended) or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors
 - 9.2.7. if there is a presentation for an administration order in relation to the Borrower or notice of intention to appoint an administrator for the winding up of the Borrower or the members of the Borrower of the Company resolving that any such petition be made;
 - 9.2.8. if the Borrower takes any corporate action or other steps are taken or legal proceedings are started for its winding up dissolution or re-organisation

(otherwise than for the purposes of an amalgamation or reconstruction while solvent on terms previously approved in writing by the Lender) or for the appointment of a receiver administrator trustee or similar officer of it or of all or a material part of its revenues and/or assets;

9.2.9. if the Borrower suspends or threatens to suspend a substantial part of its business operations (otherwise than for the purposes of a reconstruction or amalgamation on terms previously approved in writing by the Lender) or any governmental authority permits or procures or threatens to permit or procure any reorganisation transfer or expropriation (whether with or without compensation) of a substantial part of the business or assets of the Borrower;

9.2.10. if the Loan Agreement or the security created by this Debenture is disputed or in the sole opinion of the Lender is in jeopardy, invalid or unenforceable;

9.2.11. if at any time it is or becomes unlawful for the Borrower to perform or comply with any or all of its obligations under this Debenture and the Loan Agreement or any of such obligations of the Borrower are not or cease to be legal valid binding and enforceable; or

9.2.12. if in the opinion of the Lender a material adverse change occurs in the financial condition of the operations or business of the Borrower.

10. No Waiver

No failure or delay on the Lender's part in the exercise of any of its rights, powers and remedies under this Debenture or at law shall operate to be construed as a waiver. No waiver of any of the Lender's rights shall preclude any further or other exercise of that right or of any other right.

11. Further Assurance

11.1. the Borrower shall on demand by the Lender execute and deliver all transfers, mandates, assignments, deeds or other documents as the Lender may require to perfect its rights under this Debenture and to give effect to any sale or disposal of any of the Charged Property and otherwise give effect to the intent of this Debenture.

11.2. the Borrower certifies that this Debenture does not contravene its Memorandum and Articles of Association and has been executed in accordance therewith and shall procure the registration of the particulars of this Debenture at Companies House.

12. Attorney

By way of security the Borrower hereby irrevocably appoints the Lender and any receiver jointly and severally as its attorney with full power of delegation for it and in its name and on its behalf and as its act and deed or otherwise to seal, deliver and otherwise perfect any deed, assurance, instrument or act which may be required or may be deemed proper for any of the above purposes.

13. Further Information

The Borrower shall from time to time supply to the Lender such accounts and other information concerning the assets, liabilities and affairs of the Borrower as the Lender may require.

14. Prior charges

If there is any encumbrance over any of the Charged Property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Debenture in respect of such property may (but without prejudice to any rights the Receiver may have under section 43 Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Borrower and all the principal interest costs charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Debenture and all the powers conferred by any prior encumbrance upon the encumbrancer or any receiver thereunder shall be exercisable by the Borrower or a Receiver in like manner as if the same were expressly included in this Debenture.

15. Notices

All notices or other communication to or upon any of the parties hereto shall be deemed to have been duly given or made when delivered in writing and sent by post, email or facsimile transmission to the party to which such notice is required to be given or made under this Agreement addressed to the addressee at its address set out at the commencement of this Agreement or to the address, email or facsimile transmission number as notified in writing to the other party. Any facsimile or email must be followed the next day by a letter.

16. General


- 16.1. If any provision of this Agreement shall be void illegal unenforceable or conflict with any statute the validity and enforceability of the remaining provisions shall not be affected thereby.
- 16.2. A person who is not party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does affect any right or remedy of a third party which is available expressly under the terms of this Agreement.
- 16.3. This Debenture shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 16.4. This Debenture may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each party may enter into this Debenture by executing a counterpart.
- 16.5. Each individual signing this Debenture on behalf of a party represents that he has been fully empowered by that party to execute this Debenture, that all necessary action to authorise execution of this Debenture by him has been taken by such party, that the party on whose behalf he executes this Debenture has full authority, power and capacity to enter into this Agreement and that all necessary actions have been taken to enable that party lawfully to enter into this Agreement.

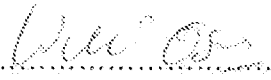
IN WITNESS of which the parties have executed and delivered this document as a Deed the day and year first before written.

EXECUTED and DELIVERED as a DEED by
Pantheon Partners Limited
acting by:

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Gemma Milne - Director

EXECUTED and DELIVERED as a DEED by
Andrea Greystoke

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) 
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in the presence of

Wm Osmond
85-87 Temple Church,
Temple Avenue,
London
EC4Y 0HP
Solicitor