



Registration of a Charge

Company Name: **PANTHER CAMBRIDGE LIMITED**

Company Number: **12598521**



XBZ70L63

Received for filing in Electronic Format on the: **13/03/2023**

Details of Charge

Date of creation: **03/03/2023**

Charge code: **1259 8521 0003**

Persons entitled: **MML UK ADVISOR LLP (AS SECURITY AGENT)**

Brief description:

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12598521

Charge code: 1259 8521 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2023 and created by PANTHER CAMBRIDGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th March 2023 .

Given at Companies House, Cardiff on 14th March 2023

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**

THIS ACCESSION DEED is made on

3 March

2023

BETWEEN

- (1) **The entities** listed in Schedule 1 (together the "**Acceding Companies**" and each an "**Acceding Company**");
- (2) **VEEZU GROUP LIMITED** (the "**Parent**"); and
- (3) **MML UK ADVISOR LLP** (as security trustee for the Secured Parties (as defined in the Debenture, defined below)) (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 6 December 2019 and made between (1) the Parent and the other Chargors named in it and (2) Paul Ragan in his capacity as security agent (since having been replaced by the Security Agent under the terms of a security trustee resignation and appointment deed dated 29 March 2021) (the "**Debenture**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) **Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) **Construction**

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANIES

(a) **Accession**

Each Acceding Company:

- (i) unconditionally undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) **Covenant to pay**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and

assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture.

(d) **Consent**

Pursuant to clause 22.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed as a Deed and has been delivered on the first date specified on page 1 of this Accession Deed.


Schedule 1**The Acceding Companies**


Acceding Company	Registered Number	Registered Address
City Taxis Holdings Limited	11525446	Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH
Steel City Holdings Limited	09959587	Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH
Derby City Cars Limited	10696842	Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH
Northern Taxis Limited	09979866	Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH
Panther Cambridge Limited	12598521	Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH
Panther IP Ltd	12400282	Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH
A.B.C. Taxis (EA) Ltd	14065454	Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the)
first date specified on page 1, by **City Taxis**)
Holdings Limited acting by two directors)

Director  **Nathan Bowles**

Director  **Tim Sale**

Address: Raleigh House Langstone Business Village, Langstone Park, Newport NP18 2LH
Facsimile No: n/a
Attention: Tim Sale

Executed as a deed, but not delivered until the)
first date specified on page 1, by **Steel City**)
Holdings Limited acting by two directors)

Director  **Tim Sale**

Director  **Arun Singh**

Address: Raleigh House Langstone Business Village, Langstone Park, Newport NP18 2LH
Facsimile No: n/a
Attention: Tim Sale

Executed as a deed, but not delivered until the)
first date specified on page 1, by **Derby City**)
Cars Limited acting by two directors)

Director  **Arun Singh**

Director  **Tim Sale**

Address: Raleigh House Langstone Business Village, Langstone Park, Newport NP18 2LH
Facsimile No: n/a
Attention: Tim Sale

Executed as a deed, but not delivered until the)
first date specified on page 1, by **Northern Taxis**)
Limited acting by two directors)

Director  **Tim Sale**

Director  **Nathan Bowles**

Address: Raleigh House Langstone Business Village, Langstone Park, Newport NP18 2LH
Facsimile No: n/a
Attention: Tim Sale

Executed as a deed, but not delivered until the)
first date specified on page 1, by **Panther**)
Cambridge Limited acting by two directors)

Director  **Nathan Bowles**

Director  **Tim Sale**

Address: Raleigh House Langstone Business Village, Langstone Park, Newport NP18 2LH
Facsimile No: n/a
Attention: Tim Sale

Executed as a deed, but not delivered until the)
first date specified on page 1, by **Panther IP Ltd**)
acting by two directors)

Director  **Tim Sale**

Director  **Nathan Bowles**

Address: Raleigh House Langstone Business Village, Langstone Park, Newport NP18 2LH
Facsimile No: n/a
Attention: Tim Sale

Nathan Bowles

Tim Sale

Address: Raleigh House Langstone Business Village, Langstone Park, Newport NP18 2LH

Facsimile No: n/a

Attention: Tim Sale

THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by **VEEZU GROUP**)
LIMITED acting by two directors)

Tim Sale

Nathan Bowles

Address: Raleigh House Langstone Business Village, Langstone Park, Newport NP18 2LH

Facsimile No: n/a

Attention: Tim Sale

THE SECURITY AGENT

EXECUTED (but not delivered until the date hereof) **AS A DEED** by **MML UK ADVISOR LLP** acting by Robert Devonshire, a member, in the presence of:-)
)
)

Signature of witness:

DocuSigned by:
[Redacted]
BECFA08b30c4A42B...

Name of witness: **James Church**

Address: [Redacted]

Occupation: **Chartered Accountant**

Address: Orion House, 5 Upper St. Martin's Lane, London, England, WC2H 9EA

Attention: Robert Devonshire

DocuSigned by:
[Redacted]
4142C6D2C0B972B1...
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Member