



Registration of a Charge

Company name: **Panther Developments Limited**

Company number: **00063674**



X6ALL6WQ

Received for Electronic Filing: **13/07/2017**

Details of Charge

Date of creation: **04/07/2017**

Charge code: **0006 3674 0010**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT FOR THE FINANCE PARTIES (SECURITY AGENT)**

Brief description: **THE FREEHOLD LAND BEING PART OF PRESTAGE HOUSE, 49 AND 51 HOLLOWAY HEAD, BIRMINGHAM REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WM713464. FOR FURTHER DETAILS PLEASE REFER TO THE SCHEDULE OF THE CHARGING INSTRUMENT.**

Contains fixed charge(s).

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: 63674

Charge code: 0006 3674 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th July 2017 and created by Panther Developments Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th July 2017 .

Given at Companies House, Cardiff on 17th July 2017

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**



Dated

4 July

2017

PANTHER DEVELOPMENTS LIMITED
as Chargor

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as Security Agent

**SUPPLEMENTAL CHARGE
BY WAY OF LEGAL
MORTGAGE**

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This Deed is made on

4 July

2017

Between

- (1) **Panther Developments Limited** (registered in England with number 00063674) (**Chargor**); and
- (2) **HSBC Corporate Trustee Company (UK) Limited** (registered in England with number 06447555) as security agent for the Finance Parties (**Security Agent**, which term shall include any person appointed as security agent or as an additional security agent in accordance with the terms of the Facility Agreement).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Borrower means Panther Securities P.L.C. (registered in England with number 00293147)

Facility Agreement means the facility agreement between the Borrower as borrower, the Original Guarantors as guarantors, HSBC Bank plc and Abbey National Treasury Services plc as Arrangers, the Financial Institutions listed in part 3 (The Original Lenders) of schedule 1 as Original Lenders, HSBC Bank plc as Original Hedge Counterparty, HSBC Bank plc as Agent and HSBC Corporate Trustee Company (UK) Limited as Security Agent and dated 27 July 2011 as amended and restated on 24 July 2014 and 19 April 2016 under which the Lenders agree to make available to the Borrower the term loan facility

Party means a party to this Deed

Property means the property described in the Schedule (Property)

Security Agreement means the security agreement dated 19 April 2017 and provided by, amongst others, the Chargor in favour of the Security Agent

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Security Agreement 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 Security Agreement 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 **Security Agreement**) 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.

1.4 Security Agreement

- (a) This deed is supplemental to the Security Agreement.
- (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 Security Agreement.
- (c) 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), 12 (Security power of attorney), 13 (Enforcement of security) and 14 (Receiver) to 32 (Enforcement) (inclusive) of the Security Agreement 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 Security Agreement) shall be read as a reference to this Deed
- (d) The Security Agreement shall remain in full force and effect and all references in the Finance Documents to the Security Agreement shall be to the Security Agreement as amended and/or supplemented by this Deed.

1.5 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.

2 Charging provisions

2.1 General

All Security created by the Chargor under clauses 2.2 to 2.4 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 Chargor in and to the relevant Secured Asset;
- (d) granted in favour of the Security Agent as security agent for the Finance Parties; and
- (e) granted pursuant to clause 7 (Further assurance) of the Security Agreement.

2.2 First legal mortgages

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

2.3 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 to which it is a party, each Relevant Agreement to which it is a party and each Relevant Policy.

2.4 First fixed charges

The Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 2.2 or any assignment in clause 2.3 is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause.

3 Land Registry

3.1 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.

3.2 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 Agent 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).

4 Notices of assignments and charges

4.1 Rental Income

The Chargor shall comply with its obligations under clause 10.1 (Rental Income) of the Security Agreement in respect of each Occupational Lease to which the Property is subject.

4.2 Relevant Agreements

The Chargor shall comply with its obligations under clause 10.2 (Relevant Agreements and Subordinated Loans) of the Security Agreement in respect of each Relevant Agreement (other than an Occupational Lease) assigned under clause 2.3 (**Assignments**).

4.3 Insurance policies

The Chargor shall comply with its obligations under clause 10.3 (Insurance Policies) of the Security Agreement in respect of each Relevant Policy assigned under clause 2.3 (**Assignments**).

5 Finance Document

This Deed is a Finance Document.

6 Counterparts

This Deed and/or 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 and/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.

7 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 signed on behalf of the Security Agent and executed as a deed by the Chargor and is delivered on the date given at the beginning of this Deed.

The Schedule**Property****Registered Land**

Country and District (or Address or Description London Borough)	Title Number
The freehold land being part of Prestage House 49 and 51 Holloway Head, Birmingham	WM713464
The leasehold land and buildings on the north west side of Holloway Head, Birmingham	WM712451

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by)
Panther Developments Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name

Address

.....

The Security Agent

HSBC Corporate Trustee Company (UK) Limited

By:



SIGNATORIES TO THE DEED

Chargor

Executed as a deed by)
Panther Developments Limited)
acting by a director in the presence of) Director

Signature of witness

Name *OLWYN GRANDIS*

Address

The Security Agent

HSBC Corporate Trustee Company (UK) Limited

By: