



**Registration of a Charge**

Company Name: **PANTHER CAMBRIDGE LIMITED**

Company Number: **12598521**



XBYPQF6

Received for filing in Electronic Format on the: **06/03/2023**

**Details of Charge**

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

Charge code: **1259 8521 0001**

Persons entitled: **SANTANDER UK PLC AS AGENT AND TRUSTEE FOR ITSELF AND EACH OF THE OTHER SECURED PARTIES**

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: **BURGES SALMON LLP (CH15)**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 12598521

Charge code: 1259 8521 0001

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 6th March 2023 .

Given at Companies House, Cardiff on 7th 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 dated 3 March 2023 and is made

**BETWEEN**

- (1) **THE ENTITIES** listed in Schedule 1 (the "**New Obligors**" and each a "**New Obligor**"); and
- (2) **SANTANDER UK PLC**, incorporated in England and Wales (registered number 02294747) acting through its office located at 2 Triton Square, Regent's Place, London, NW1 3AN (the "**Security Agent**") as agent and trustee for itself and each of the other Secured Parties,

and is supplemental to a security agreement granted by (among others) **VEEZU GROUP LIMITED** (a company incorporated in England and Wales (registered number 09107007)) in favour of the Security Agent (as agent and trustee for itself and each of the other Secured Parties) on 23 August 2022 (the "**Security Agreement**").

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 Unless a contrary intention appears, words and expressions defined in the Security Agreement shall have the same meaning in this Accession Deed and Clauses 1.2 (*Construction*) to 1.11 (*Full title guarantee*) of the Security Agreement shall apply to this Accession Deed as if set out in full and so that references in those provisions to "this Deed" shall be construed as references to this Accession Deed and references to "party" or "parties" shall be construed as references to parties to this Accession Deed.

- 1.2 In this Accession Deed, unless the context otherwise requires, the following definitions shall apply:

**"Designated Account"** means each account listed in Part D of Schedule 2 and any other account of any New Obligor nominated by the Security Agent as a designated account for the purposes of the Security Agreement.

**"Investments"** means all present and future certificated stocks, shares (including but not limited to those listed in Part E of Schedule 2), loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by any New Obligor, including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

**"Relevant Agreement"** means each agreement specified in Part A of Schedule 2.

## **2 CONFIRMATION**

Each New Obligor confirms that it has read and understood the content of the Security Agreement.

## **3 ACCESSION**

With effect from the date of this Accession Deed, each New Obligor:

- (a) becomes a party to, and will be bound by the terms of, and assume the obligations and duties of an Obligor under, the Security Agreement;
- (b) creates and grants at the date of this Accession Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Security Agreement,

as if it had been an original party to the Security Agreement as an Obligor.

## **4 COVENANT TO PAY**

Without prejudice to the generality of Clause 3 (*Accession*), each New Obligor covenants in the terms set out in Clause 2 (*Covenant to pay*) of the Security Agreement.

## **5 SECURITY**

5.1 Without prejudice to the generality of Clause 3 (*Accession*), as a continuing security for the payment and discharge of the Secured Liabilities, each New Obligor with full title guarantee:

- (a) charges to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties) by way of first fixed charge:
  - (i) all Properties (other than Short Leasehold Properties) in England and Wales acquired by that New Obligor in the future;
  - (ii) all present and future interests of that New Obligor in, or over, freehold or leasehold property (other than Short Leasehold Properties);
  - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property (other than Short Leasehold Property);

- (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with that New Obligor's business or the use of any Charged Asset, and all rights in connection with them;
  - (v) all its present and future goodwill;
  - (vi) all its uncalled capital;
  - (vii) all the Equipment;
  - (viii) all the Intellectual Property;
  - (ix) all the Book Debts, to the extent not effectively assigned under Clause 5.1(b);
  - (x) all the Investments;
  - (xi) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest), to the extent not effectively assigned under Clause 5.1(b);
  - (xii) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under Clause 5.1(b); and
  - (xiii) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Charged Assets, to the extent not effectively assigned under Clause 5.1(b);
- (b) assigns to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties) absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
- (i) all its present and future goodwill;
  - (ii) all its uncalled capital;
  - (iii) all its Book Debts;
  - (iv) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising

in connection with each account (including, but not limited to, entitlements to interest);

- (v) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
  - (vi) the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Charged Assets;
  - (c) charges to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties), by way of first floating charge, all the undertaking, property, assets and rights of that New Obligor at any time not effectively mortgaged, charged or assigned pursuant to Clause 5.1(a) or 5.1(b).
- 5.2 The floating charge created by each New Obligor pursuant to Clause 5.1(c) is a qualifying floating charge for the purposes of paragraph 14.2(a) of Schedule B1 of the Insolvency Act 1986.
- 5.3 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Accession Deed and the Security Agent may appoint an Administrator of any New Obligor pursuant to that paragraph.

## **6 CONSTRUCTION**

Save as specifically varied in respect of each New Obligor only, the Security Agreement shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Security Agreement so that all references to "this Deed" in the Security Agreement shall include reference to this Accession Deed.

## **7 COUNTERPARTS**

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

## **8 GOVERNING LAW**

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

## **9 JURISDICTION**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Accession Deed (including a dispute relating to the

existence, validity or termination of this Accession Deed or any non-contractual obligation arising out of or in connection with this Accession Deed) (a "**Dispute**").

- (b) The parties to this Accession Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

**THIS ACCESSION DEED HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF IT.**

Schedule 1

<u>Name of New Obligor</u>	<u>Company Number and Registered Address</u>	<u>Jurisdiction of Incorporation</u>
City Taxis Holdings Limited	11525446  Raleigh House Langstone Business Village, Langstone Park, Newport, Wales, NP18 2LH	England and Wales
Steel City Holdings Limited	09959587  Raleigh House Langstone Business Village, Langstone Park, Newport, Wales, NP18 2LH	England and Wales
Derby City Cars Limited	10696842  Raleigh House Langstone Business Village, Langstone Park, Newport, Wales, NP18 2LH	England and Wales
Northern Taxis Limited	09979866  Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH	England and Wales
Panther Cambridge Limited	12598521  Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH	England and Wales
Panther IP Ltd	12400282  Raleigh House Langstone Park, Langstone, Newport, Wales, NP18 2LH	England and Wales
A.B.C Taxis (EA) Ltd	14065454  Raleigh House Langstone Business Village, Langstone Park, Langstone, Newport, Wales, NP18 2LH	England and Wales



Schedule 2Agreements, Licences and LeasesPart ARelevant Agreements

None at the date of this Accession Deed.

Part BIntellectual Property Licences

None at the date of this Accession Deed.

Part COccupational Leases

None at the date of this Accession Deed.

Part DDesignated Accounts

None at the date of this Accession Deed.

Part EShareholdings

<b>New Obligor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
City Taxis Holdings Limited	Steel City Holdings Limited	Ordinary shares of £0.01 each	110,191	£1,101.91 divided into 110,191 ordinary shares of £0.01 each
Steel City Holdings Limited	Derby City Cars Limited	Ordinary shares of £1.00 each	100	£100 divided into 100 ordinary shares of £1.00 each
Steel City Holdings Limited	Northern Taxis Limited	Ordinary shares of £1.00 each	100	£100 divided into 100 ordinary shares of £1.00 each



EXECUTION PAGES

NEW OBLIGORS

Executed as a deed by **CITY TAXIS HOLDINGS LIMITED** acting by two directors or a director and its secretary

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  
Director / Secretary

Executed as a deed by **STEEL CITY HOLDINGS LIMITED** acting by two directors or a director and its secretary

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  
Director / Secretary

Executed as a deed by **DERBY CITY CARS LIMITED** acting by two directors or a director and its secretary

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  
Director / Secretary

Executed as a deed by **NORTHERN TAXIS LIMITED** acting by two directors or a director and its secretary

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  
Director / Secretary

Executed as a deed by **PANTHER CAMBRIDGE LIMITED** acting by two directors or a director and its secretary

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  
Director / Secretary

Executed as a deed by **PANTHER IP LTD** acting by two directors or a director and its secretary

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  
Director / Secretary

Executed as a deed by **A.B.C. TAXIS (EA) LTD** acting by two directors or a director and its secretary

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

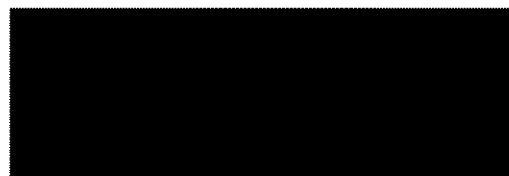
.....  
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  
Director / Secretary

**SECURITY AGENT**

Signed by

for and on behalf of **SANTANDER UK PLC**

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Authorised Signatory