



Registration of a Charge

Company Name: **ZX (UXBRIDGE) LIMITED**

Company Number: **13597715**



Received for filing in Electronic Format on the: **02/11/2021**

XAGFEQVK

Details of Charge

Date of creation: **22/10/2021**

Charge code: **1359 7715 0004**

Persons entitled: **UXBRIDGE VENTURES LIMITED**

Brief description: **ALL THE FREEHOLD LAND KNOWN AS 148-154 HIGH STREET AND
BELMONT CHAMBERS, UXBRIDGE, UB8 1JY**

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

Certified by: **CHILD AND CHILD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13597715

Charge code: 1359 7715 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd October 2021 and created by ZX (UXBRIDGE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2021 .

Given at Companies House, Cardiff on 3rd November 2021

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 22 October 2021

UXBRIDGE VENTURES LIMITED

and

ZX (UXBRIDGE) LIMITED

Legal Charge

in relation to 148-154 High Street and Belmont Chambers, Uxbridge UB8 1JY

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IMPORTANT – YOU SHOULD READ THIS DOCUMENT CAREFULLY.

IT CONTAINS IMPORTANT LEGAL OBLIGATIONS.

IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND OR ABOUT WHICH YOU ARE UNCERTAIN, THEN DO NOT SIGN IT.

YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS DOCUMENT.

dated **22 October 2021**

Parties

- (1) **ZX (UXBRIDGE) LIMITED** (registered in England with number 13597715) whose registered office is at 85-87 Holtspur Lane, Wooburn Green, Buckinghamshire HP10 0AU (the Mortgagor); and
- (2) **UXBRIDGE VENTURES LIMITED** registered in England and Wales with number 13677354 and whose registered office is at Unit 8 Bradbury Court Offices, Lyon Road, Harrow, Middlesex HA1 2BY (the Lender).

Agreed terms

- 1 **The Facility Agreement: this Charge is entered into as per a facility agreement between the Borrower and Lender on or around the date of this Charge, and if there are any discrepancies between the Facility Agreement and this Charge, the terms of the Facility Agreement will prevail. This Charge shall also be subject to a deed of priority entered into between the Mortgagor, the Lender and Reflex Bridging Limited of even date (the Priority Deed).**

Senior Facility Agreement means the facility agreement dated on or around the date of this Charge and made between the Mortgagor and Reflex Bridging Limited.

Event of Default: has the meaning given to it in the Facility Agreement.

The Property

Local Authority	:	Hillingdon
Title No.	:	NGL250488
Property.	:	148-154 High Street and Belmont Chambers, Uxbridge UB8 1JY

2 Covenant to pay

- 2.1 The Mortgagor hereby covenant on demand to pay to the Lender all moneys and discharge all obligations and liabilities pursuant to the terms of the Facility Agreement when the same are due.
- 2.2 This Charge shall become enforceable by notice from the Lender to the Mortgagor on the occurrence of an Event of Default.

3 Charging clause

- 3.1 The Mortgagor with full title guarantee hereby charges to the Lender by way of first legal mortgage the property specified in clause 1 (*The Property*) and all buildings and fixtures from time to time thereon (together the *Property*) as a continuing security for the payment of all moneys and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured.
- 3.2 The Mortgagor hereby consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against their title to the *Property*:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Uxbridge Ventures Limited referred to in the charges register or their conveyancer."

- 3.3 The Mortgagor hereby agrees that the Lender may at any time without notice after an event of default or in making demand notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any of his/her then existing accounts including accounts in the name of the Lender or of the Mortgagor jointly with others (whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) wherever situated and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations and liabilities of the Mortgagor to the Lender whether such liabilities be present future actual contingent primary collateral several or joint. Where such combination set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing the currency for which the Mortgagor is liable with the existing currency.

4 Covenants by the Mortgagor

- 4.1 The Mortgagor hereby covenants with the Lender that during the continuance of this security the Mortgagor will at all times:
- 4.1.1 keep all buildings and erections and all roads passageways pipes wires cables drains and sanitary and water apparatus and all fixtures and fittings and every part thereof in or upon the *Property* in good and substantial repair and in good working order and condition and not make any structural or material alteration thereto or pull down or remove or sell or otherwise dispose of any of the same

without the prior consent in writing of the Lender except in the ordinary course of use repair maintenance or improvement. If the Mortgagor is at any time in default in complying with this covenant the Lender shall be entitled but not bound to repair and maintain the same with power for the Lender its agents and their respective employees to enter the Property for that purpose or to inspect the same and any sum so expended by the Lender shall be repayable by the Mortgagor to the Lender on demand together with interest at 2 per cent per annum over the base rate of the Lender from time to time (the **Default Rate**) from the date of payment by the Lender as aforesaid;

- 4.1.2 observe and perform in all material respects all environmental laws regulations directions and codes of practice and all covenants and stipulations from time to time affecting the Property or the mode of user or enjoyment of the same and not without the prior consent in writing of the Lender (consent not to be unreasonably withheld or delayed) enter into any onerous or restrictive obligations affecting any part of the Property or do or suffer to be done on any of the Property anything which is **development** as defined in section 55 of the Town and Country Planning Act 1990 nor do or suffer or omit to be done any act matter or thing whereby any provision of any Act of Parliament order or regulation from time to time in force affecting the Property is infringed;
- 4.1.3 within seven days of receipt send to the Lender copies of any notice or order or proposal issued or sent to the Mortgagor by any local or other authority whether under the Town and Country Planning Acts, the Environmental Protection Act or otherwise relating to the Property and without delay comply with any such notice or order and at the request of the Lender take into account any such objections or representations against or in respect of any such proposal as the Lender shall consider expedient and any compensation received by the Mortgagor as a result of any such notice or order shall be charged to and paid to the Lender and be applied in reduction of the moneys obligations and liabilities hereby secured;
- 4.1.4 punctually pay and indemnify the Lender and any receiver appointed by it against all existing and future rent rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by agreement statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this security payable in respect of the Property or any part thereof or by the owner or occupier thereof. If any such sums shall be paid by the Lender or by any such receiver the same shall be repaid by the Mortgagor on demand with interest at the Default Rate;
- 4.1.5
 - (a) at the expense of the Mortgagor insure and keep insured all the Property of an insurable nature with insurers previously approved by the Lender in writing against loss or damage by fire civil commotion explosion earthquake subsidence landslip heave aircraft and articles dropped therefrom flood storm lightning burst pipes theft malicious damage impact and such other risks and contingencies as the Lender shall from time to time request to the full replacement value thereof from time to time including architects' surveyors' engineers' and all other professional fees and demolition charges together with full provision for estimated inflation

and loss of rent for three years in the name of the Mortgagor with the interest of the Lender noted on the policy and with the policy containing such provisions for the protection of the Lender as the Lender may reasonably require to avoid the interest of the Lender being prejudiced by any act of the Mortgagor or of any occupier;

- (b) duly pay all premiums and other moneys necessary for effecting and keeping up such insurances and on demand produce to the Lender the policies of such insurances and proof of such payments failing which the Lender may take out or renew such insurances in any sum which the Lender may think expedient and all moneys expended by the Lender under this provision shall be reimbursed by the Mortgagor on demand and bear interest at the Default Rate from the date of payment by the Lender;
- (c) subject to the Priority Deed and following the discharge of the Senior Facility Agreement, all moneys to be received by virtue of any insurance relating to the Property maintained or effected by the Mortgagor (other than in respect of employer's or public liability) are hereby charged to and shall be paid to the Lender (or if not paid by the insurers directly to the Lender held on trust for the Lender) and shall at the option of the Lender be applied in replacing restoring or reinstating the property or assets destroyed damaged or lost (any deficiency being made good by the Mortgagor) or (save in the case of leasehold premises) in reduction of the moneys obligations and liabilities hereby secured;

PROVIDED that if at all times the interest of the Lender is noted on the policies of insurance and they give cover against such risks as the Lender shall require and all contain in favour of the Lender such provisions for the protection of the Lender as the Lender may reasonably require and insurance is to the full replacement value of the Property, the Lender will accept in compliance with the terms of this clause the insurance maintained in accordance with the lease under which the Mortgagor holds the property;

- 4.1.6 not without the prior consent in writing of the Lender (including pursuant to the Priority Deed) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect any part of the Property;
- 4.1.7 not do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Lender of the security hereby charged nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property or any part thereof;
- 4.1.8 other than in relation to the obtaining of vacant possession of the site by way of surrender or termination of existing occupational leases, not without the prior consent in writing of the Lender part with possession of transfer sell lease or otherwise dispose of any interest in the Property or any part thereof nor attempt or agree so to do;
- 4.1.9 no person shall without the prior consent in writing of the Lender be registered as proprietor under the Land Registration Act 2002 of the Property or any part thereof or interest therein nor without such consent shall the Mortgagor create or

permit to arise any overriding interest as therein defined affecting the Property within the definition in those Acts;

- 4.1.10 following the discharge of the Senior Facility Agreement, deposit with the Lender and permit the Lender during the continuance of this security to hold and retain all deeds and documents of title and insurance policies relating to the Property and such other documents relating to the Property as the Lender may from time to time require;
- 4.1.11 (if applicable) pay the rents reserved by and generally observe and perform the terms covenants stipulations and conditions contained in the lease under which the Mortgagor holds the Property and use his best endeavours to procure the observance and performance by the landlord under the said lease of the terms covenants stipulations and conditions on the part of the landlord;
- 4.1.12 use his/her best endeavours to procure the payment of rents reserved by and the observance and performance of the terms covenants stipulations and conditions contained in all leases of the Property or any part thereof derived out of the Mortgagor's interest and to observe and perform the terms covenants stipulations and conditions on the part of the Mortgagor thereunder.

5 Further Assurance

- 5.1 The Mortgagor shall at any time if and when required by the Lender execute such further legal or other mortgages charges or assignments in favour of the Lender as the Lender shall from time to time require over all or any of the Property and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all moneys obligations and liabilities hereby covenanted to be paid or otherwise hereby secured or to facilitate the realisation of the Property or the exercise of the powers conferred on the Lender or a receiver appointed by it such further mortgages charges or assignments to be prepared by or on behalf of the Lender at the cost of the Mortgagor and to contain an immediate power of sale without notice a clause excluding section 93 and the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Lender as the Lender may reasonably require.

6 Powers of the Lender

- 6.1 At any time after an Event of Default that is continuing or if requested by the Mortgagor (and always subject to the Priority Deed), the Lender may exercise without further notice and without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 and whether or not it shall have appointed a receiver all the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all the powers and discretions hereby conferred either expressly or by reference on a receiver appointed hereunder and the date of such demand shall (without prejudice to the equitable right to redeem) be the redemption date. Nothing that shall be done by or on behalf of the Lender or a receiver appointed by it shall render it or him liable to account as a mortgagee in possession for any sums other than actual receipts.
- 6.2 The statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender in its own name or that of the Mortgagor to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options on

such terms and conditions as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

- 6.3 If the Lender receives notice of any subsequent mortgage charge assignment or other disposition affecting the Property or any part thereof or interest therein the Lender may open a new account for the Mortgagor; if the Lender does not open a new account then unless the Lender gives express written notice to the contrary to the Mortgagor it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Mortgagor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Mortgagor to the Lender at the time when it received notice.
- 6.4 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any receiver appointed by it to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 6.5 Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Lender pursuant hereto.
- 6.6 At any time after the occurrence of an Event of Default that is continuing or if requested by the Mortgagor (but subject to the terms of the Priority Deed), the Lender may in writing appoint any person to be a receiver and/or manager of the Property or any part thereof (with power to authorise any joint receiver and/or manager to exercise any power independently of any other joint receiver and/or manager) and may from time to time fix his or their remuneration and may remove any receiver and/or manager so appointed and appoint another in his place as to the whole or any part of the property. A receiver and/or manager so appointed shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration and such receiver and/or manager so appointed shall have all the powers conferred by the Law of Property Act 1925 without the restrictions contained in sections 103 and 109 of that Act or conferred on administrative receivers by Schedule 1 of the Insolvency Act 1986 and in addition power on behalf and at the cost of the Mortgagor (notwithstanding the death bankruptcy or insanity of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Property or any part thereof and in particular (but without limitation) any such receiver and manager may:
- 6.6.1 take possession of, collect, get in and give receipts binding on the Mortgagor for the Property and all rents and other income thereof whether accrued before or after the date of his appointment in such manner as he may think fit and bring defend or discontinue any proceedings or submit to arbitration in the name of the Mortgagor or otherwise as may seem expedient to him;
- 6.6.2 without the restrictions imposed by section 103 of the Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act sell by public auction or private contract, let vary the terms surrender or accept surrenders of leases or tenancies grant options or licences or otherwise dispose of or deal with all or any part of the Property or concur in so doing in such manner, for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with the Property in the name and on behalf of the Mortgagor or

otherwise. Any such sale lease or disposition may be for cash debentures or other obligations shares stock securities or other valuable consideration and be payable immediately or by instalments and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all moneys obligations and liabilities secured hereby. Fixtures (including trade and tenants' fixtures) and fittings may be severed and sold separately from the Property and the receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Mortgagor;

- 6.6.3 generally deal with manage develop or reconstruct the Property or any part thereof or concur in so doing including power to lease or otherwise acquire and carry out or complete any works of building repair or reconstruction (with power to use any machinery and incorporate in any building any unfixed materials) without being responsible for loss or damage;
- 6.6.4 make any arrangement or compromise allow time for payment or enter into abandon cancel or disregard any contracts which he shall think expedient;
- 6.6.5 make and effect such repairs renewals and improvements to the Property or any part thereof as he may think fit and maintain renew take out or increase insurances;
- 6.6.6 appoint managers agents officers and employees for any such purposes or to guard or protect the Property at such salaries and commissions for such periods and on such terms as he may determine and dismiss the same;
- 6.6.7 without any further consent by or notice to the Mortgagor exercise on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts 1927 to 1988, the Rent Acts 1974 to 1985 or any other legislation from time to time in force relating to rents in respect of any part of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- 6.6.8 acquire renew extend grant vary or otherwise deal with such easements rights privileges and licences over or for the benefit of the Property which he shall think expedient;
- 6.6.9 raise or borrow any money (including money for the completion with or without modification of any building in the course of construction or renovation and any development or project which he considers beneficial) from or incur any other liability to the Lender or others on such terms and with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Property ranking in priority to this security or otherwise; and/or
- 6.6.10 sign any document execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the preservation or realisation of the Lender's security and use the name of the Mortgagor for all the above purposes.

- 6.7 All money received by the Lender or by any receiver or manager appointed by the Lender in the exercise of any powers conferred by this Charge shall be applied after the discharge of the remuneration and expenses of such receiver and all liabilities having priority thereto in or towards satisfaction of such of the moneys obligations and liabilities hereby secured and in such order as the Lender in its absolute discretion may from time to time conclusively determine (save that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the receiver may retain the same for such period as he and the Lender consider expedient).
- 6.8 The Mortgagor hereby covenants with the Lender on demand to pay all costs charges and expenses incurred by the Lender or by any receiver appointed by it hereunder or which it or he shall incur (other than by wilful default) in or about the enforcement preservation or attempted preservation of this security or of the Property or any of it or in the exercise or purported exercise of any of the powers herein contained within 3 working days of demand with interest at the Default Rate from the date of payment by the Lender or such receiver (both before and after judgment). Any such receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by such receiver in accordance with the current practice of his firm.
- 7 Power of attorney**
- 7.1 The Mortgagor by way of security hereby irrevocably appoints the Lender and the persons deriving title under it and separately any receiver appointed hereunder severally to be his/her attorney in the name and on behalf and as the act and deed of the Mortgagor or otherwise to execute seal and deliver any documents which the Lender may require for perfecting its title to or for vesting the Property in the Lender or its nominees or in any purchaser and otherwise generally to sign seal deliver and otherwise perfect any such legal or other mortgage charge or assignment referred to in clause 5 (*Further assurance*) and all such deeds and documents and do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale lease or disposition realisation or getting in of the Property and this appointment shall operate as a general power of attorney under section 10 of the Powers of Attorney Act 1971 in each case which the Mortgagor has failed to do when asked
- 7.2 The Mortgagor hereby covenants with the Lender and separately with any such receiver to ratify and confirm any deed document act and thing and all transactions which any such attorney may lawfully execute or do.
- 8 Exclusion of the Mortgagor's powers of leasing etc**
- 8.1 During the continuance of this security the statutory and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not in relation to the Property or any part thereof be exercisable by the Mortgagor (other than as permitted elsewhere in this Charge) nor shall the Mortgagor part with or share possession of the same or any part thereof nor confer any licence right or interest to occupy nor grant any licence or permission to change the use of or to assign underlet or part with or share possession of the same or any part thereof nor agree suffer or permit any variation or addition to the terms of any lease tenancy or licence without in every such case obtaining the prior consent in writing of the Lender under the hand of an authorised officer of the Lender.

9 Continuing security

- 9.1 This security shall be a continuing security notwithstanding the death, bankruptcy or incapacity of the Mortgagor or any settlement of account, the refusal or invalidity of any credit or facilities at any time made available to the Mortgagor or any other person or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee indemnity lien pledge bill note mortgage charge or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Lender and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lender now or hereafter dealing with exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with the Mortgagor or any other person liable.

10 Miscellaneous

- 10.1 No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 10.2 Each of the provisions of this Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.3 Any notice or demand for payment by the Lender hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Mortgagor if served on the Mortgagor or his/her personal representatives personally or delivered or sent by first class letter post or electronic mail transmission to the Mortgagor or his/her personal representatives at his/her or their usual or last known place of abode or business. In the case of the death of any person a party hereto and until receipt by the Lender of notice in writing of the grant of representation to the estate of the deceased any notice or demand by the Lender sent by first class letter post or delivered personally as aforesaid addressed to the deceased or to his/her personal representatives at the usual or last known place of abode or business of the deceased shall for all purposes be deemed a sufficient service of a notice or demand by the Lender on the deceased and his/her personal representatives and shall be as effectual as if the deceased were still living.
- 10.4 Any notice or demand sent:
- 10.4.1 by hand shall be deemed to have been received at the time it is left at the relevant address;
- 10.4.2 by prepaid first class post or other next working day delivery service shall be deemed to have been delivered on the next working day (being a day other than a Saturday or Sunday on which Lenders are open for general business in London) after posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted;

- 10.4.3 by electronic mail transmission, upon transmission of a correctly addressed communication, provided no delivery failure notification is subsequently received by the sender;
- so as to be deemed by the preceding paragraphs to have been received after 5:00pm in the place of receipt shall instead be deemed to have become effective on the next following working day
- 10.5 Any notice or demand given or made hereunder or any certificate as to the amount at any time secured hereby shall in the absence of manifest error be conclusive and binding upon the Mortgagor provided it has been signed by the Lender.
- 10.6 In this Charge the headings to clauses are for convenience only and have no legal effect and references to clauses and schedules are to clauses and schedules of this Charge unless otherwise stated. References to any enactment include that enactment as amended or re-enacted from time to time and all secondary legislation made thereunder.
- 10.7 In this Charge the expressions 'the Mortgagor' and 'the Lender' where the context admits include their respective successors and assigns whether immediate or derivative.
- 10.8 If the Mortgagor shall consist of two or more parties such expression shall throughout mean and include such two or more parties and each of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants assignments charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several. This security and the covenant in clause 2 (*Covenant to pay*) hereof and all other covenants charges agreements and undertakings herein contained shall extend and apply to any money owing or obligation or liability incurred by any of such parties to the Lender whether solely or jointly with each other or with any other person and none of the persons included in the expression 'the Mortgagor' shall as against the Lender be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression 'the Mortgagor'.
- 10.9 Any appointment or removal of a receiver under clause 6 (*Powers of the Lender*) and any consents hereunder may be made or given by writing signed or sealed by any such successors or assigns referred to in clause 10.6 (*Miscellaneous*) and the Mortgagor hereby irrevocably appoints each of the same to be his/her attorney in the terms and for the purposes set out in clause 7 (*Power of Attorney*).
- 10.10 Notwithstanding any provision herein contained, this Charge will not extend or apply to any obligations under any present or future agreement.
- 10.11 No person other than a party to this Charge, the successors and assigns of the Lender, or a receiver or manager appointed by the Lender may enforce any of the terms of this Charge under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is needed for any variation or termination of this Charge.
- 10.12 This Charge may be signed in any number of separate counterparts and this has the same effect as if the signatures on those counterparts were on a single copy of the Legal Charge.

11 Currency Clauses

- 11.1 All moneys received or held by the Lender or by a receiver under this Charge may from time to time after demand has been made by the Lender be converted into such other currency as the Lender considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Mortgagor in that other currency at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing that other currency with the existing currency.
- 11.2 If and to the extent that the Mortgagor fails to pay the amount due on demand the Lender may in its absolute discretion without notice to the Mortgagor purchase at any time thereafter so much of any currency as the Lender considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Mortgagor in such currency hereby secured at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing such currency with sterling and the Mortgagor hereby agrees to indemnify the Lender against the full sterling cost incurred by the Lender for such purchase.
- 11.3 Neither the Lender nor any receiver shall be liable to the Mortgagor for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers or for any loss caused by the determination of deposits prior to maturity.
- 11.4 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Mortgagor in respect of which it was made unless and until the Lender shall have received payment in full without any set off, tax or other deduction in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability actual or contingent expressed in that currency the Lender shall have a further separate cause of action against the Mortgagor and shall be entitled to enforce the charge hereby created to recover the amount of the shortfall.

12 Jurisdiction

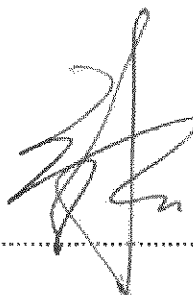
- 12.1 This Charge and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.
- 12.2 The Mortgagor hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in England but this Charge may be enforced in any court of competent jurisdiction.

This Charge has been executed as a Deed and delivered on the date first set out above.

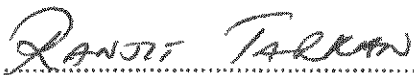
Execution page

Mortgagor

Executed as a deed by)
ZX (Uxbridge) Limited)
acting by a director in the presence of) Director




Signature of witness

Name 
(IN BLOCK CAPITALS)

Address 


The Lender

Executed as a deed by)
Uxbridge Ventures Limited)
acting by a director in the presence of) Director

Signature of witness

Name
(IN BLOCK CAPITALS)

Address