



Registration of a Charge

LLP name in full: **RDC DORKING LLP**

LLP Number: **OC324812**



Received for filing in Electronic Format on the: **13/07/2021**

XA8MRCNS

Details of Charge

Date of creation: **30/06/2021**

Charge code: **OC32 4812 0013**

Persons entitled: **HABIB BANK ZURICH PLC**

Brief description: **285-293A HIGH STREET DORKING SURREY RH4 1RL REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER SY328026.**

Contains floating 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: **JMW SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC324812

Charge code: OC32 4812 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2021 and created by RDC DORKING LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 13th July 2021 .

Given at Companies House, Cardiff on 15th July 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Habib Bank Zurich plc

LEGAL CHARGE
(COMPANY OR INDIVIDUAL)

Legal Charge

(Company or Individual)

Note 1: This Legal Charge (if created by a company) together with the prescribed particulars of the charge must be received by the Registrar of Companies within 21 days after the date of its creation (this provision applies to all companies whether or not registered in England and Wales).

Note 2: Clause 9.10 contains an application to register a restriction on the proprietorship register.

DATED: 30 June 2021

PARTIES:

1. RDC DORKING LLP (LLP Regn. OC324812)
whose registered office is 1 Angel Court Bell Mill SW15 6RF

2. HABIB BANK ZURICH plc (Company Number 08864609) whose registered office is at
Habib House, 42 Moorgate, London EC2R 6JJ, England

FIRST SCHEDULE: THE MORTGAGED PROPERTY

If registered
freehold or
leasehold title

County or London Borough: Surrey, Mole Valley

Title Number: SY328026

Property: 285-293a High Street,
Dorking RH4 1RL

If unregistered
freehold title

All that _____

If registered or
unregistered
leasehold title

Date: _____

Document: _____

Parties: _____

Term: _____

Rent: _____

Rent Reviews: _____

Property: _____

SECOND SCHEDULE:**THE PRIOR CHARGE**

Date:

Document:

Parties:

1. INTRODUCTION:

1.1 Unless the context requires otherwise in this Legal Charge the following terms shall have ascribed to them the following meanings:

1.1.1 the "Assigned Property" means all that property rights and benefits assigned by way of mortgage to the Bank pursuant to Clauses 3.5 and 3.6 of this Legal Charge.

1.1.2 the "Bank" means the party of the second part including its successors in title and assigns in respect of this Legal Charge.

1.1.3 the "Chargor" means the party or parties of the first part including the Chargor's successors in title and if the term includes more than one person it shall mean all or any one or more of those persons and the obligations of the Chargor shall be both joint and several.

1.1.4 the "Chattels" means all stock goods movable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property belong to the Chargor or in which the Chargor has an interest.

1.1.5 "Environmental Laws" means all laws (statutory common law or otherwise) including without limitation circulars guidance notes and codes of practice from time to time regulating the carrying on of any process or activity on premises and any emissions from and all waste produced by such process or activity and any such chemicals or substances relating to the same whether relating to health and safety the workplace the environment or the provision of energy (including without limitation the Health and Safety at Work etc. Act 1974 the Control of Pollution Act 1974 the Environmental Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991 the Water Resources Act 1991 the Statutory Waste Companies Act 1991 the Water Consolidation (Consequential Provisions) Act 1991 the Clean Air Acts the Alkali & c. Works Regulation Act 1906 the Planning Hazardous Substances Act 1990 the Public Health Acts and the Radioactive Substances Act 1960 and any European Community legislation regulating the same) from time to time in force and any other instrument plan regulation permission authorisation and direction made or issued thereunder or deriving validity therefrom.

1.1.6 "Environmental Licence" means any permit licence authorisation consent or other approval required by or given pursuant to any Environmental Laws.

1.1.7 the "Interest Dates" means such date for payment of interest as may from time to time be agreed between or binding on the Chargor and the Bank or in the absence of such agreement on such date as the Bank may from time to time determine.

1.1.8 the "Interest Rate" means such rate of interest as may from time to time be agreed in writing between or binding on the Chargor and the Bank or in the absence of such agreement at a rate determined in accordance with the Bank's usual practice (the rate so agreed or determined to apply after as well as before any judgement).

1.1.9 the "Lease" means (including the same as may be varied from time to time) the lease underlease agreement or other document or documents details of which are set out in the First Schedule and under which the Mortgaged Property if leasehold is held and any and every continuation thereof or substitution therefor.

1.1.10 the "Mortgaged Licences" means all present and future licences (if any) (excluding Environmental Licences) held in connection with any business at any time carried on by the Chargor at the Mortgaged Property.

1.1.11 the "Mortgaged Property" means the freehold or leasehold property described in the First Schedule (and where such property is leasehold any present or future right interest or term conferred upon the Chargor in relation thereto by virtue of any legislation including (without limitation) Part 11 of the Landlord and Tenant Act 1954 and the Leasehold Reform Housing and Urban Development Act 1993) together with all buildings trade and other fixtures and fittings fixed plant and machinery from time to time thereon together with where the context requires or admits the Chattels the Assigned Property and the Shares and in all cases where the context requires or admits the term shall include both the whole and each and any part or parts of the Mortgaged Property provided that the term "Mortgaged Property" shall not include any item belonging to the Chargor (or any party comprised in the expression the "Chargor") or in which the Chargor (or such party) may have an interest being an item which would or would be deemed to be a "personal chattel" within the Bills of Sale Act 1878 and shall not include any item (if not already excluded by the foregoing) which would lead to this Legal Charge being considered to be a bill of sale.

1.1.12 the "Planning Acts" means all legislation from time to time regulating the development use safety and control of property including without limitation the Town and Country Planning Acts from time to time in force and any other instrument plan regulation permission and direction made or issued thereunder or deriving validity therefrom.

1.1.13 the "Prior Charge" means the charge or charges (if any) specified in the Second Schedule and to which on the date of this Legal Charge the Mortgaged Property or such part of it as is charged by the Prior Charge is subject but without prejudice to any subsequent agreement relating to priorities between this Legal Charge and the Prior Charge.

1.1.14 the "Receiver" means any receiver or receivers appointed by the Bank under or pursuant to the provisions of this Legal Charge.

1.1.15 the "Secured Obligations" means:

(i) all sums of money and all liabilities (including further advances made hereafter by the Bank and secured directly or indirectly by this Legal Charge) now or at any time (and whether before or after demand for payment by the Bank has been made) due or owing from or incurred by the Chargor (whether actually or contingently and whether solely or jointly and/or severally with any other or others in partnership or otherwise and whether as principal or surety and notwithstanding that the same may at any earlier time have been owing or incurred to some other person and have subsequently become owing to or outstanding in favour of the Bank by whatever means) to the Bank on any current or other account or upon any discount or in any manner whatsoever including discount commission interest (interest being payable at the Interest Rate such interest to be paid on the Interest Dates and to be compounded with rests on such Interest Dates in the event of its not being duly or punctually paid) and all other banking charges and legal administrative and other costs charges and expenses (on a full indemnity basis) which the Bank may charge or incur in respect of any of the foregoing matters or the creation protection or enforcement of the security constituted by or pursuant to this Legal Charge and a reasonable fee for any work undertaken by the Bank in relation to such enforcement; and

(ii) interest on such moneys and liabilities payable as provided for by Clause 2.2 below and the expression "Secured Obligations" shall include all other moneys for the time being payable under or secured by this Legal Charge and the whole or any part or parts of such moneys.

1.1.16 the "Shares" means all those shares rights benefits and advantages charged by way of fixed charge to the Bank pursuant to Clause 3.2 of this Legal Charge.

1.1.17 the "Tenancies" means each and all tenancies (if any) howsoever created existing at the date hereof and in respect of which details have been given prior to the date hereof by the Chargor to the Bank

together with each and all tenancies (if any) created during the continuance of this Legal Charge by or with the consent of the Bank in accordance with the provisions of this Legal Charge.

1.2 Section 61 of the Law of Property Act 1925 shall apply in the interpretation of this Legal Charge.

1.3 Reference to a Clause (which where the context requires or admits shall include all SubClauses of such Clause) Sub-Clause or Schedule shall mean and refer to a Clause Sub-Clause or Schedule of this Legal Charge unless otherwise stated.

1.4 The clause headings do not affect the interpretation or construction of this Legal Charge.

1.5 Any reference in this Legal Charge to any statute (including the Planning Acts) shall include reference to any further statute for the time being in force amending replacing modifying or supplementing such statute and all regulations instruments and orders made under such statute or further statute and all notices served thereunder.

1.6 Except where otherwise expressly provided the scope of each part of the Mortgaged Property shall not in any way be limited or restricted by reference to or inference from the description of any other such part.

2. COVENANT TO PAY CHARGING AND ASSIGNMENT PROVISIONS

2.1 The Chargor covenants with the Bank that the Chargor will as and when the same are or shall become due for payment or discharge in accordance with any agreement in writing between or binding on the Chargor and the Bank or in default of such agreement on demand pay to the Bank and discharge the Secured Obligations.

2.2 The Chargor shall pay interest accruing at the Interest Rate on the Secured Obligations so due (whether before or after any judgement which may be recovered therefor) such interest to be paid on the Interest Dates from the due date for payment of such Secured Obligations such interest to be compounded (both before and after any demand or judgement) with rests on such Interest Dates in the event of its not being duly and punctually paid.

3. With full title guarantee and without the benefit to the Chargor of s6(2) Law of Property (Miscellaneous Provisions) Act 1994 (and to the intent that the security so constituted shall be a continuing security in favour of the Bank for the Secured Obligations extending to all beneficial interests of the Chargor in the property hereby charged and to any proceeds of sale or other realisation thereof or any part thereof) the Chargor hereby:-

3.1 charges the Mortgaged Property by way of legal mortgage.

3.2 charges by way of fixed charge all shares rights benefits and advantages at any time arising in any residents' or management company connected with the Mortgaged Property and in which the Chargor is entitled now or from time to time.

3.3 (in the event only of the Chargor being a body corporate) charges by way of first floating charge all the Chattels.

3.4 (in the event only of the Chargor being a body corporate) charges by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Chargor and arising in connection with the Mortgaged Property or any business at any time carried on thereon and the proceeds thereof including (without limitation):

(a) any amounts owing to the Chargor by way of rent licence fee or service charge by any tenant or licensee (in each case whether present or future) of the Mortgaged Property and any

ground rents and rent-charges owing to the Chargor in connection with the Mortgaged Property (and in each case the proceeds thereof);

(b) any amounts owing or which may become owing to the Chargor under any building construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Chargor's rights under any retention or other trusts in connection therewith whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof).

3.5 assigns to the Bank the goodwill of the business (if any) now or at any time hereafter carried on by the Chargor at the Mortgaged Property and the full benefit of the Mortgaged Licences (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Chargor by virtue of the Licensing Act 1964 or any other statutory enactment to have receive and hold the same unto the Bank absolutely subject to redemption upon payment of all the Secured Obligations.

3.6 assigns to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property and without prejudice to clause 4.13 the Chargor will at any time if and when required by the Bank execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property hereinafter granted to secure the Secured Obligations such assignments to be prepared by or on behalf of the Bank at the cost of the Chargor and to contain all such clauses for the benefit of the Bank as the Bank may require provided that if at any time the Secured Obligations shall have been paid or discharged in full the Bank will at the request and cost of the Chargor re-assign any such guarantees and covenants which may have been assigned to the Bank by or pursuant to this clause to the Chargor.

3.7 assigns to the Bank the right to receive and the full benefit of all rentals payable to the Chargor by any tenant (present or future) of the Mortgaged Property provided that if at any time the money and liabilities hereby secured shall have been paid or discharged in full the Bank will at the request and cost of the Chargor re-assign such rights and benefits to the Chargor and the Chargor hereby covenants with the Bank to give such notice of such assignment to such tenant in such form as the Bank may require promptly on being requested by the Bank so to do.

4. CHARGOR'S COVENANTS

4.1 The Chargor covenants with the Bank at all times during the continuance of the security constituted by or pursuant to this Legal Charge to observe and perform the obligations and stipulations set out in Clauses 4.2. to 4.16. inclusive.

4.2 To put and keep the Mortgaged Property in good and substantial repair and decorative condition and cleansed and when appropriate rebuilt refurbished and renewed and without delay to comply with the Bank's requirements in making good any defect or want of repair in the Mortgaged Property.

4.3 To pay and keep the Bank and any Receiver appointed by it and their respective employees and agents (as a separate covenant with each such person) indemnified against all rates taxes duties charges assessments and outgoings (whether parliamentary parochial local or of any other description) which now or at any time are assessed charged or imposed on or in respect of the Mortgaged Property or the owner occupier or Receiver of the Mortgaged Property and on demand to produce to the Bank the receipt for any such payment.

4.4 To observe and perform and to ensure the observance and performance by any other person or persons at any time occupying the Mortgaged Property of all restrictive and other covenants which now or at any time may affect the Mortgaged Property and all obligations on the part of the Chargor to be observed and performed in relation to the Tenancies and the Lease and forthwith upon the receipt of any notice under section 146 of the Law of Property Act 1925 or otherwise from any landlord or superior landlord forward the same or a true copy thereof to the Bank.

4.5

4.5.1 To insure and keep the Mortgaged Property insured in the joint names of the Chargor and the Bank or with the interest of the Bank endorsed on the policy or policies or noted as the Bank may require in an insurance office or offices and (unless deposited with a prior mortgagee at the date hereof and for as long as it remains the prior mortgagee or unless the insurance to which such policy or policies relate and which was approved by the Bank was effected by a landlord with the respective interest of the Bank and the Chargor endorsed or noted thereon) deposit with the Bank such policies as may be required by the Bank and to insure through an agency approved by the Bank against loss or damage by fire storm tempest flood lightning aircraft impact riot civil commotion malicious damage and such other risks (if any) as the Bank may from time to time require for a sum equal to the full reinstatement value (as determined by or on behalf of the Bank) of the Mortgaged Property from time to time (including proper provision for demolition charges and professional fees and where appropriate three years loss of rent receivable under the Tenancies and three years payment of rent under the Lease) and to effect such other insurances as the Bank may in its absolute discretion from time to time require.

4.5.2 Duly and punctually (as the case may be) to pay or procure the payment of all premiums and other monies necessary for effecting and maintaining the insurance of the Mortgaged Property immediately upon such premiums or other monies becoming due and on demand to produce to the Bank the policy or policies of such insurance and a receipt for every such payment.

4.5.3 Subject to any prior rights under the Prior Charge and the Lease to hold in trust for the Bank and (at the Bank's option) pay to the Bank or apply or cause the application of all monies becoming payable under any insurance in respect of the Mortgaged Property (whether or not effected pursuant to Sub-Clauses 4.5.1. or 4.5.2.) either in making good the loss or damage in respect of which the money became payable or if the Bank in its discretion so requires and the provisions of the Prior Charge and the Lease permit in or towards the discharge of the Secured Obligations.

4.6

4.6.1 Duly and punctually to pay all interest and other monies becoming payable under the Prior Charge (if any) and to observe and perform the Chargor's covenants and obligations contained therein.

4.6.2 Not without the previous written consent of the Bank to create or permit to exist or arise any mortgage legal charge further charge debenture deposit of deeds pledge lien or other encumbrance or security whatsoever (other than the Prior Charge) on or in respect of the Mortgaged Property.

4.6.3 Not without the Bank's prior written consent sell assign license sub-licence discount factor or otherwise dispose of or deal in any other way with the Mortgaged Property provided that in the event of the Chargor being a body corporate this Sub-Clause 4.6.3 shall not prevent the Chargor:-

(i) dealing with the proceeds of book and other debts monetary claims and choses in action rentals or other payments referred to in Sub-Clause 3.4. by collecting the same in the ordinary course of business and paying the same into its account(s) with the Bank (or otherwise as provided for in Sub-Clause 4.16.) in accordance with the Sub-Clause 4.16.; and

(ii) selling or otherwise disposing of all or any part of the Chattels by way of sale assignment licence or sub-licence in the ordinary course of business.

4.7

4.7.1 Not without the Bank's prior written consent to exercise the powers of leasing agreeing to lease and accepting surrenders of leases and agreements for lease conferred on the Chargor by Sections 99 and 100 of the Law of Property Act 1925 or to vary or permit the assignment or underletting of the Lease and/or the Tenancies and not to permit any parting with or sharing of the possession or occupation of the Mortgaged Property.

4.7.2 In the event of the Bank consenting either to the grant of any new lease or underlease or

agreement for lease or underlease of the Mortgaged Property or to the alteration or assignment of the Lease and/or the Tenancies to deliver to the Bank a duly completed and stamped counterpart lease or agreement for lease or deed of variation or a certified copy of a Deed of Assignment or Transfer or Underlease (as the case shall require).

4.7.3 To deliver to the Bank and verify in such manner as the Bank may require details of firstly the Tenancies and secondly any persons occupying the Mortgaged Property under the Tenancies or otherwise.

4.7.4 To procure the performance and observance by each and every occupier of the Mortgaged Property under the Tenancies of the covenants on the part of the Chargor and the conditions herein contained insofar as the same affect or relate to the said occupiers or should in the opinion of the Bank be observed and performed by the said occupiers for the better protection of the security constituted by or pursuant to this Legal Charge.

4.8

4.8.1 Not to do or permit any act to be done in upon or in respect of the Mortgaged Property resulting in any waste spoil or destruction and not without the prior written consent of the Bank to make or permit any material alteration or addition (whether structural or otherwise) whatsoever to the Mortgaged Property and in the event of the Bank giving such consent to carry out such works in accordance with the provisions and conditions of the Bank's consent and to the satisfaction of the Bank.

4.8.2 Not without the prior written consent of the Bank (and then only on such terms and conditions as the Bank may specify) to serve or remove from the Mortgaged Property any trade or other fixtures fixed plant and machinery for the time being thereon except for the purpose of renewing or replacing the same by trade or other fixtures or fixed plant and machinery of equal or greater value.

4.9

4.9.1 At the Chargor's cost to comply and effect active compliance in all respects with the provisions of all statutes from time to time in force and which affect or relate in any way to the Mortgaged Property or anything done by the Chargor or any occupier or occupiers in on or in relation to the Mortgaged Property.

4.9.2 Within seven days of receipt by the Chargor of any notice or order or proposal for a notice or order given issued or made by any planning local or other public authority or body or any person whatsoever whether made under the Planning Acts or otherwise and which in any way relates to or affects the Mortgaged Property to give full particulars thereof to the Bank and if so required by the Bank to produce to the Bank the said notice order or proposal and at the Chargor's expense to take all necessary steps to comply with the same without delay and at the request of the Bank to make or concur with the Bank in making any objections representations or appeals which the Bank may deem expedient or necessary against any such notice order or proposal.

4.9.3 In the event that the Chargor wishes to carry out any development of the Mortgaged Property or to erect make or maintain any building or make any erection improvement material change addition or alteration on or to the Mortgaged Property or to make any material change in the user of the Mortgaged Property the Chargor shall not do so without:-

- (i) The prior written consent of the Bank; and
- (ii) Duly making an application for and receiving and complying in all respects with any necessary permission and consent from the local planning or other authority under the Planning Acts; and
- (iii) Giving to the Bank written notice of any such permission and consent and any conditions contained in such permission and consent within seven days of receipt of the same by the Chargor and obtaining the Bank's written approval (which may be withheld) of the terms and conditions of any such permission and consent; and
- (iv) Observing and performing or causing to be observed and performed all the provisions and requirements of the Planning Acts and all other pertinent statutes.

4.10 If at the date of this Legal Charge the Mortgaged Property is not registered under the Land Registration Acts 1986 to 2002 not to cause or allow any person firm or company to be registered as registered proprietor of the Mortgaged Property without the previous written consent of the Bank and that any costs incurred by the Bank in entering a caution against such registration shall be deemed to be costs properly incurred by the Bank under this Legal Charge.

4.11 Duly to observe and perform the provisions of every facility letter and/or loan agreement which has been issued or at any time during the continuance of the security constituted by or pursuant to the Legal Charge may be issued by the Bank to the Chargor or be entered into by the Bank and the Chargor.

4.12

4.12.1 To keep the Bank fully and effectually indemnified (on a full indemnity basis) from and against all actions proceedings costs claims charges and demands either arising under the Planning Acts and all other Statutes or whatsoever occasioned by any breach or non observance of any of the covenants or stipulations on the part of the Chargor contained in this Legal Charge.

4.12.2 To reimburse the Bank for all costs charges and expenses (on a full indemnity basis) in relation to the creation continuance preservation enforcement and discharge of the security constituted by or pursuant to this Legal Charge including all costs charges and expenses relating to the preparation of this Legal Charge and the maintenance and protection of the security constituted by or pursuant to this Legal Charge or the performance of the Chargor's obligations hereunder or under any other agreement in writing between or binding on the Chargor and the Bank and a reasonable fee for any work undertaken by the Bank in relation to such enforcement such costs charges and expenses being deemed to be properly incurred by the Bank under this Legal Charge.

4.13

4.13.1 Without prejudice to the generality of the covenant for further assurance deemed to be included herein by virtue of Section 76(1)(c) of the Law of Property Act 1925, the Chargor shall at any time upon the written request of the Bank execute in favour of the Bank and at the cost of the Chargor all such deeds or other documents as the Bank shall require for more perfectly assuring the Mortgaged Property or any part thereof in favour of the Bank (including (without limitation) transferring the Shares to the Bank or as the Bank shall direct and depositing the certificate(s) relating to the Shares with the Bank.

4.13.2 The Chargor shall at any time if and when required by the Bank give notice to such parties as the Bank may require of the assignments, mortgages and charges hereby effected and any such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation and shall take such other steps as the Bank may require to perfect any of the same.

4.14

4.14.1 To obtain all requisite Environmental Licences applicable to the Mortgaged Property and comply with the terms and conditions of the same.

4.14.2 To comply with all Environmental Laws applicable to the Mortgaged Property and not permit a contravention of the same.

4.14.3 To notify the Bank of the receipt of and content of all claims notices or other communication in respect of any alleged breach of any Environmental Law or the terms and conditions of any Environmental Licences which may if substantiated have a material adverse effect on the market value of the Mortgaged Property and shall forthwith take such steps as the Bank may direct to remedy and/or cease the continuation of any such alleged breach.

4.14.4 To promptly pay all fees and other charges in respect of any Environmental Licence applicable to the Mortgaged Property.

4.14.5 Forthwith notify the Bank of the receipt of and the contents of any notices or other

communication varying or suspending any Environmental Licence relating to the Mortgaged Property and forthwith take such steps as the Bank may direct to re-instate in full force and effect any Environmental Licence so varied or suspended.

4.14.6 Forthwith to supply the Bank with copies of any environmental reports audits or studies undertaken in relation to the Mortgaged Property.

4.15 If any Mortgaged Licences are held in connection with any business at any time carried on at the Mortgaged Property the following shall apply:

(i) the Chargor shall at its own expense during the continuance of this Legal Charge conform to all orders regulations and notices made by the licensing justices or other authority concerning the Mortgaged Property and the said business and apply for and use its best endeavours to obtain whenever necessary proper renewals or regrants of the Mortgaged Licences and shall not surrender abandon or transfer to any person any of the Mortgaged Licences or remove the same or any of them to any other premises or do or permit any act or thing whereby the renewal of any such licences may be refused or discontinued or whereby the said business or the goodwill thereof or the letting or sale of the Mortgaged Property may be prejudicially affected and shall upon demand by or on behalf of the Bank deliver to the Bank or as the Bank shall direct the Mortgaged Licences and give do and execute all notices acts instruments and things necessary or convenient for transferring the same or any of them or vesting the same in the Bank or its nominee or nominees or withdrawing from the books of HM Customs and Excise the entry of the Chargor as carrying on the trade carried on upon the Mortgaged Property;

(ii) all money received during the continuance of this Legal Charge by the Bank as compensation awarded in respect of the refusal of the licensing justices or other authority concerning the Mortgaged Property to renew the Mortgaged Licences or any of them shall be applied first in payment of the costs incurred by the Bank hereunder secondly in or towards satisfaction of the other Secured Obligations and subject thereto shall be held in trust for the Chargor;

(iii) the Chargor shall forthwith upon the receipt of any order, direction or notice from the licensing justices or other authority affecting the Mortgaged Property forward the same or a true copy thereof to the Bank;

(iv) the Chargor further covenants with the Bank in the manner following:

(a) the Chargor will pay all charges which may be imposed in respect of the Mortgaged Licences or any of them by virtue of the Licensing Acts 1964 and 1988 or any other statutory enactment and in default the Bank or any Receiver may pay all such costs charges and expenses;

(b) the Chargor will from time to time at the request of the Bank endeavour to procure the transfer of any of the Mortgaged Licences which may be held by nominees on behalf of or in trust for the Chargor to such other person or persons as the Bank may approve or appoint and will not permit the transfer of such licences to any person or persons not approved by the Bank;

(c) the Chargor will keep the Mortgaged Licences and every renewal or regrant thereof and any new licences granted in respect of the Mortgaged Property insured against forfeiture or refusal to renew in the name of the Bank for a sum and in an office to be approved by the Bank in writing and will deposit the relative policy or policies with the Bank and will duly pay all premiums and sums of money payable for this purpose and produce the receipts therefor to the Bank within seven days of their becoming due and payable and in case of the Chargor making default in that behalf the Bank may pay all premiums and sums of money for effecting or keeping in force the said insurance. In the event of any other policies of insurance covering the Mortgaged Licences and/or their renewal or regrant as aforesaid the Chargor will hold any sums received under such policies in trust for the Bank and will pay the same to the Bank on demand;

(d) if the Mortgaged Licences or any of them shall at any time be vested in a nominee of the Chargor the Chargor will use its best endeavours to procure that all covenants by the Chargor herein contained shall be performed and fulfilled by any such nominee; and

(e) all sums costs and expenses paid or incurred by the Bank under the powers conferred by this Clause 4.15. shall be paid by the Chargor to the Bank on demand with interest computed and payable as provided in Clause 2.2. from the time or respective times of the same having been paid or incurred by the Bank or the Receiver as the case may be and until payment by the Chargor the Mortgaged Property shall stand charged with the amount so to be paid with interest as aforesaid;

(v) without limiting the generality of Clause 8. 1. the power of attorney contained in that Clause shall authorise the attorney or attorneys for and in the name of the Chargor or otherwise:

(a) to do anything which may be requisite or convenient to give full effect to the present security or to any sale assignment or surrender of or other dealing with the Mortgaged Property and the existing or any new or other lease of any leasehold premises comprised herein under any power herein contained or by statute implied;

(b) to assign and transfer the Mortgaged Licences to any purchaser or purchasers thereof or to such other person or persons as the Bank shall direct;

(c) to attend before the relevant authorities and to sign all such notices and other documents and to do all such other acts and things for and in the name place and stead and on behalf of the Chargor or otherwise in order to obtain protection for or the transfer of the Mortgaged Licences unto such purchaser or purchasers or other person or persons as aforesaid and to appeal against any refusal by any authority in respect of any grant or transfer or any renewal of any of the Mortgaged Licences or any order regulation or direction made by the licensing justices or any other authority in respect of the Mortgaged Property;

(d) to sign all necessary notices and make all necessary applications for the purpose of obtaining the renewal grant or regrant of any of the Mortgaged Licences; and

(e) generally to execute all such instruments and to give or sign all such notices as the attorney shall think fit as fully and effectually to all intents and purposes whatsoever as the Chargor could do if itself present.

4.16 To pay into its account or accounts with the Bank (or into such account or accounts as the Bank may stipulate whether or not being an account or accounts in the name of the Chargor) the book or other debts or monetary claims or choses in action charged under Clause 3.4.

5. PROVISIONS RELATING TO THE PRIOR CHARGE (IF ANY)

5.1 In the event of any steps or proceedings being taken to exercise or enforce any powers or remedies conferred by this Legal Charge or the Prior Charge against the Mortgaged Property the Bank may at its absolute discretion redeem the Prior Charge or procure the transfer thereof to the Bank and all principal money interest costs charges and expenses of and incidental to such redemption or transfer shall be deemed to be properly incurred by the Bank under this Legal Charge.

5.2 Without prejudice to its rights to obtain a transfer or redemption of the Prior Charge the Bank may pay to any person in whom the Prior Charge may from time to time be vested (whether such payment be in consideration of such person refraining from enforcing his or her security or otherwise) any principal money interest or other money secured by or payable in connection with the Prior Charge or any proceedings relating to the Prior Charge and all sums incurred or expended by the Bank under this power shall be deemed to have been properly incurred by the Bank under this Legal Charge.

5.3 Any statements or accounts produced to the Bank by or on behalf of any person in whom the Prior Charge may for the time being be vested and produced in relation to the redemption or transfer of or the payment of any sum or sums by the Bank in connection with the Prior Charge may be settled and passed by the Bank and all statements and accounts so settled and passed shall as between the Bank and the Chargor be binding on the Chargor as conclusive evidence of the amount or amounts stated in such statements or accounts.

6. ENFORCEMENT PROVISIONS

6.1

6.1.1 The Bank shall be entitled at any time by notice in writing to the Chargor to convert the floating charge created by Clause 3.3. into a fixed charge affecting all the Chattels which for the time being are the subject of such floating charge or as the case may be such of the said Chattels as are specified by such notice.

6.1.2 On the happening of any of the events set out in Clause 6.2. the Secured Obligations together with all interest due thereon at the Interest Rate and together with any other sum or sums payable from time hereunder shall be deemed (without demand) to have become due within the meaning of Section 101 of the Law of Property Act 1925 and shall become automatically and immediately payable by the Chargor to the Bank.

6.2 The events referred to in Clause 6.1.2. are:-

6.2.1 There is any default in the repayment of the Secured Obligations immediately following upon a demand by the Bank for the same; or

6.2.2 There is any default for twenty-one days in the payment of any interest due under this Legal Charge or in the payment of any other sum or sums payable from time to time under this Legal Charge; or

6.2.3 There is any other breach of the covenants or of the obligations on the Chargor's part contained in this Legal Charge or any breach of the covenants and obligations on the Chargor's part contained in or relating to the Lease the Prior Charge or the Tenancies or there is any breach of any covenants whether positive or restrictive to which the Mortgaged Property is subject; or

6.2.4 A prior or subsequent mortgagee or chargee or debenture holder or trustee enters into possession of the Mortgaged Property or exercises or purports to exercise enforcement of such security or exercises any power or powers relating to such enforcement including the appointment of a receiver or administrator; or

6.2.5 There is either

(i) any default in or breach of the observance or the performance of the covenants obligations and stipulations on the Chargor's part contained in this Legal Charge or in any other document between the Chargor and the Bank; or

(ii) the happening of any matter specified for the purposes of this Clause 6.2. in the provisions of any facility letter issued by the Bank to the Chargor or any loan agreement entered into by the Bank and the Chargor; or

6.2.6 Any execution distraint or distress is levied or enforced against any property or other assets of whatever nature of the Chargor; or

6.2.7 The Chargor (either not being an individual or being a self employed individual or partnership) ceases or threatens to cease carrying on in business; or

6.2.8 The Chargor (being an individual in employment) ceases to be employed; or

6.2.9 If the Chargor is an individual:-

- (i) an encumbrancer takes possession or a receiver or trustee is appointed of any of the assets or estate of the Chargor; or
- (ii) a petition is presented for a bankruptcy order to be made against him; or
- (iii) he makes or seeks to make or an order is presented or made in respect of any composition or arrangement with his creditors whether under Part VIII of the Insolvency Act 1986 or otherwise; or
- (iv) he stops or threatens to stop payment of his debts generally or is insolvent; or

6.2.10 If the Chargor is a body corporate:-

- (i) an encumbrancer takes possession or a receiver (whether administrative or otherwise) is appointed of any of the assets or undertaking of the Chargor or a notice to appoint or a notice of intention to appoint an administrator under Schedule B1 to the Insolvency Act 1986 is issued by the Chargor or its directors or a notice of appointment of an administrator is issued by the holder of a qualifying floating charge under such schedule to such Act or a petition or application is presented or made for the appointment of an administrator in relation to the Chargor under any laws relating to insolvency or liquidation; or
- (ii) an order is made or an effective resolution is passed for the winding up of the Chargor or the Chargor is insolvent or stops or threatens to stop payment of its debts generally or is deemed unable to pay its debts (whether within the meaning of Section 123 of the Insolvency Act 1986 or otherwise) or the directors of the Chargor become obliged to convene a meeting pursuant to Section 142 of the Companies Act 1985 or the Chargor makes or seeks to make any arrangement or composition with its creditors or a proposal is issued or the Chargor becomes subject to any voluntary arrangement (whether under Part I of the Insolvency Act 1986 or otherwise) or the directors of the Chargor take steps to obtain a moratorium (whether pursuant to the Insolvency Act 2000 or otherwise) otherwise than in connection with a winding up for the purpose of reconstruction or amalgamation the terms of which are previously approved in writing by the Bank; or

6.2.11 Any judgement against the Chargor for money remains unsatisfied for fourteen days from the date of judgement; or

6.2.12 An Order is made for the compulsory acquisition of the Mortgaged Property.

6.3 The Bank's powers of enforcement of the security constituted by or pursuant to this Legal Charge:-

6.3.1 shall become immediately exercisable on the occurrence of any of the events specified in Clause 6.2.

6.3.2 shall be exercisable without the restrictions imposed by Section 103 of the Law of Property Act 1925.

6.3.3 shall be as specified in Clause 6.4.

6.4 The Bank's powers of enforcement are:

6.4.1 To exercise the statutory powers of leasing conferred on the Bank which shall be extended so as to authorise the Bank to let demise or agree to let or demise the Mortgaged Property to such person or persons for such terms of years or for such tenancy at such rent with or without a premium and on such general terms as the Bank in its absolute discretion may decide and to accept surrenders of leases or grant options as the Bank shall think expedient and without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925.

6.4.2 To appoint a Receiver or several or joint and several Receivers to act in the case of two or more Receivers jointly severally or jointly and severally (as the Bank may specify in the appointment) and to the extent permitted by law similarly to remove any Receiver so appointed and appoint another or others in his or their place with all the powers conferred on receivers appointed under the Law of Property Act 1925 with the power to exercise all the statutory incidents of such power and (so that the conferring on him by this Legal Charge or otherwise of specific powers shall not limit any of the powers deemed by virtue of Section 42(1) of the Insolvency Act 1986 or by the Law of Property Act 1925 to have been hereby conferred on him) with all other powers set out in Clauses 6.6. and 6.7.

6.4.3 To sell the Mortgaged Property either in the same manner and extent as if the sale were under the power of sale conferred by the Law of Property Act 1925 or in the name of the Chargor or such other manner as the Bank shall decide whether the Bank shall be in possession of the Mortgaged Property or not and to exercise all the statutory incidents of such power of sale.

6.4.4 To exercise such power of sale whether the Mortgaged Property is discharged from or subject to the Prior Charge (any sale subject to the Prior Charge being upon such terms of indemnity against the Prior Charge as the Bank may think fit) and to exercise such power of sale at such price payable in such manner (whether with or without interest or by instalments over any period or otherwise) as the Bank may think fit.

6.5 In the case of any exercise or purported exercise by the Bank of its powers of enforcement under this Legal Charge every purchaser (as defined by Section 205 of the Law of Property Act 1925) or any person dealing with the Bank or its delegate or any Receiver following such exercise or purported exercise shall be entitled and bound to assume without any enquiry that one or more of the events specified in Clause 6.2. has occurred and that the Bank's powers of enforcement under this Legal Charge have arisen and become exercisable and have been properly exercised.

6.6 Any Receiver appointed by the Bank under this Legal Charge shall at all times have power in the name of or on behalf and at the cost of the Chargor or at the option of the Receiver (but only with the specific approval in writing of the Bank) in the name of the Bank or at the option of the Receiver in the name of the Receiver (and in any case notwithstanding any bankruptcy administration or liquidation of the Chargor) to do or omit to do anything which the Chargor could do or omit to do and (in addition) to exercise mutatis mutandis all or any of the powers specified in schedule I to the Insolvency Act 1986 (whether or not such Receiver is an administrative receiver and notwithstanding that the Chargor may not be a company) and in particular (but without prejudice to the generality of the foregoing) any Receiver shall have power:-

6.6.1 To deal with take possession of collect and get in any of the Mortgaged Property; and

6.6.2 To enter upon and take possession of the Mortgaged Property to complete any building works thereon which may be unfinished to carry out any demolition furnishing or development of the Mortgaged Property to do any repairs or make any structural alterations or improvements to the Mortgaged Property and to do any other act in connection with the Mortgaged Property (including the acquisition of adjoining or nearby land interests or rights for the benefit of the Mortgaged Property) which the Receiver may consider fit and to obtain in respect thereof all necessary consents and permissions under the Planning Acts and otherwise; and

6.6.3 Without the need to observe of any of the provisions of Sections 99 and 100 of the Law of Property Act 1925 to let or concur in letting the Mortgaged Property on such tenancies at such rents (whether with or without any fine or premium) and on such general terms and conditions as the Receiver shall think fit and surrender or concur in surrendering and to accept surrenders or grant renewals of such lettings or of the Tenancies on any terms whatsoever; and

6.6.4 To make any allowances to any present or future tenant or occupier of the Mortgaged Property and to vary in any way the terms of the Tenancies or any future lettings to which the Mortgaged Property becomes subject; and

6.6.5 Forthwith and without the restrictions imposed by Section 103 of the Law of Property Act 1925

to sell or concur in the selling of the Mortgaged Property (where necessary obtaining the leave of the Court) and to carry such sale into effect by conveying transferring or assigning in the name and on behalf of the Chargor and to accept as consideration for any such sale cash debentures or other obligations shares stock or other valuable consideration which may be payable in a lump sum or by instalments spread over such period as the Bank may consider fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of the Secured Obligations. Plant machinery and other fixtures may be severed and sold separately from the Mortgaged Property without the Chargor's consent being obtained thereto; and

6.6.6 To enter into any agreement or make any arrangements in respect of or to compromise any claim or claims of or against the Mortgaged Property or arising out of the Mortgaged Property which the Receiver shall deem expedient; and

6.6.7 To effect all repairs renewals and any improvements of the Chargor's plant machinery and effects and effect any such indemnity or other insurance (or maintain the same) in respect of the Receiver's acts or in relation to the Mortgaged Property as the Receiver may deem fit; and

6.6.8 To make any payments or incur any expenditure which the Bank and/or the Receiver is or are expressly or impliedly authorised by this Legal Charge to make or incur (including any payments or expenditure under the Lease the Prior Charge and the Tenancies); and

6.6.9 To employ or appoint for all purposes in connection with the powers specified in this Clause 6.6. any solicitors architects surveyors agents contractors builders workmen and others on such terms and conditions as he shall think fit and to purchase all such building and other materials and to appoint and remove such managers and sub-managers and to hire and discharge such servants attendants and others as the Receiver shall consider necessary; and

6.6.10 To carry on manage develop or diversify or concur in the carrying on managing developing or diversifying of the whole or any part of any business of the Chargor at any time carried on by the Chargor at the Mortgaged Property including (where the Chargor is a body corporate and where the Chargor has one or more subsidiaries) the power of supervising controlling and financing such subsidiary or subsidiaries and its or their business or businesses and the conduct thereof and for any of those purposes to receive retain or use any Chattels and any proceeds books or records of such business; and

6.6.11 To manage the Mortgaged Property and to carry on and conduct all such services which the Receiver may deem proper for the efficient management of the Mortgaged Property and generally to manage the Mortgaged Property with all such powers and authority as the Bank shall think fit to confer and as though the Bank was the absolute owner of the Mortgaged Property; and

6.6.12 To raise or borrow money from the Bank or any other person to rank for payment in priority to or pari passu the security constituted by or pursuant to this Legal Charge and with or without a mortgage or charge on the Mortgaged Property or any part of it; and

6.6.13 (in the event of the Chargor being a body corporate) to require the Directors of the Chargor to make calls upon the holders of the Chargor's share capital in respect of any such capital of the Chargor which remains uncalled and to enforce payment of calls by taking proceedings in the name of the Chargor or in his own name; and

6.6.14 To take or defend proceedings in the name of the Chargor including (without limitation) proceedings for the collection of rents and any other money payments under any lease or other occupational agreement affecting the Mortgaged Property in arrears at the date of his appointment and (in the event of the Chargor being a body corporate) proceedings for winding-up of the Chargor and proceedings for directions under Section 35 of the Insolvency Act 1986; and

6.6.15 To exercise the Chargor's rights under any rent review clause in respect of the Mortgaged Property or grant or apply for any new or extended tenancy thereof; and

6.6.16 To grant vary and release covenants and other rights over the Mortgaged Property and impose vary or release covenants affecting the Mortgaged Property and agree that the Mortgaged Property may be subject to easements and covenants; and

6.6.17 To purchase any freehold and leasehold properties and other capital assets if the Receiver considers it would be conducive to realisation of the Bank's security to do so; and

6.6.18 To do all such other things and acts as may be considered to be incidental or conducive to all or any of the above matters and powers or to be conducive to the realisation of any of the security constituted by or pursuant to this Legal Charge; and

6.6.19 Subject to Sub-clause 6.6.5. to exercise all or any of the foregoing powers either in the Receiver's sole name or as duly authorised agent for and on behalf of the Chargor and to exercise such powers in any manner which the Receiver in his absolute discretion deems fit or expedient; and

6.6.20 To charge and be paid such commission and/or other remuneration and expenses (together with VAT if appropriate) as the Bank may consider proper without being limited by the maximum rate specified in Section 109(6) of the Law of Property Act 1925; and

6.6.21 To promote the formation of a subsidiary or subsidiaries of the Chargor with a view to such subsidiary or subsidiaries purchasing leasing licensing or otherwise acquiring interests in or the use of all or any of the assets of the Chargor or with a view to such subsidiary or subsidiaries engaging employees or providing management or other services or purchasing or selling agencies or distributors or for any other purpose or function which may be regarded as necessary or appropriate by the Receiver from time to time; and

6.6.22 To arrange for such subsidiary or subsidiaries to trade or cease to trade as the Receiver may think fit from time to time; and

6.6.23 To arrange for the purchase lease licence or acquisition of all or any of the assets of the Chargor by any such subsidiary or subsidiaries on a basis whereby the consideration may be for cash shares debentures loan stock convertible loan stock or other securities shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise howsoever and whether or not secured on the assets of the subsidiary or subsidiaries and whether or not such consideration is payable or receivable in a lump sum or at any one time or a number of times or by instalments spread over such period as the Receiver may think fit; and

6.6.24 To adopt any contract of employment entered into between the Chargor and any of its employees with such variations to the contract as the Receiver may think fit; and

6.6.25 To cause the Chargor to grant such powers of attorney or appoint agents as the Receiver may from time to time think expedient.

6.7

6.7.1 The powers conferred by Clause 6.6. shall be in addition to the powers conferred on a receiver by the Law of Property Act 1925.

6.7.2 All monies expended by the Receiver and all commission and/or other remuneration and expenses (together with VAT if appropriate) received by him shall be deemed to have been properly incurred under this Legal Charge.

6.7.3 Without prejudice to Sub-Clause 6.7.2. any expense incurred by the Receiver in the exercise of any power conferred on him by this Legal Charge or by any statute may be paid or retained by him out of any monies coming into his hands in his capacity as such Receiver and shall be in addition to any commission or other remuneration payable to him for acting as such Receiver.

6.7.4 Without prejudice to the powers granted by Clause 6.6. the Receiver shall be deemed to be the

duly authorised Agent of the Chargor for all purposes and the Chargor shall be solely responsible for the acts defaults and remuneration of the Receiver and the Bank shall not be under any duty or liability in relation to the Receiver's acts defaults remuneration or otherwise.

6.7.5 Neither the Bank nor the Receiver shall by virtue of the Bank or the Receiver entering into possession of the Mortgaged Property be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss realisation or for any default or omission for which a mortgagee in possession or an owner or occupier might be liable.

6.7.6 All money received by the Receiver (including without limitation insurance moneys) shall be applied first in payment of the remuneration of the Receiver and the costs of realisation including all costs and expenses of or incidental to any exercise of any power hereby conferred secondly in providing for the matters specified in the first three paragraphs of sub-section 8 of Section 109 of the Law of Property Act 1925 and thirdly in or towards the payment of any preferential debts which are by statute made payable in preference to the money hereby secured to the extent to which such preferential debts are made so payable and fourthly (when so required) in or towards satisfaction of the Secured Obligations and all the foregoing provisions shall take effect as and by way of variation and extension of the provisions of Sections 99 to 109 inclusive of the said Act which provisions so varied and extended shall be regarded as incorporated herein.

6.7.7 Only money actually paid by the Receiver to the Bank shall be capable of being applied by the Bank in or towards satisfaction of the Secured Obligations.

7. THE BANK'S FURTHER POWERS

7.1

7.1.1 The Bank and its servants shall have the right to enter the Mortgaged Property at all times during the continuation of this Legal Charge for all purposes in connection with this Legal Charge including without limitation for the purpose of establishing whether or not the Chargor is complying with its obligations hereunder.

7.1.2 If the Chargor shall default in fulfilling the Chargor's covenants obligations and stipulations contained in this Legal Charge the Bank may at the expense of the Chargor for the purpose of protecting the security constituted by or pursuant to this Legal Charge effect all works insurances or other matters and take all other actions and make all payments which the Bank may at its absolute discretion consider necessary and the Bank shall not be deemed thereby alone to have taken possession of the Mortgaged Property and any sum or sums paid by the Bank in connection with such purposes shall be deemed to be properly incurred by the Bank under this Legal Charge.

7.2 The Bank shall be at liberty from time to time to give any such time or indulgence as the Bank shall in its discretion think fit for the payment of any bills of exchange promissory notes or other securities which may have been discounted for or received in account from the Chargor by the Bank or on which the Chargor shall or may be liable as drawer acceptor maker endorser or otherwise to any party or parties and any time which the Bank shall give shall not in any way release the Chargor or affect the security constituted by or pursuant to this Legal Charge.

7.3 In the event of the Chargor encumbering or disposing of the Mortgaged Property the Chargor's then current or loan or discount or other accounts (as the case may be) shall be deemed to have been forthwith closed and all subsequent entries shall be deemed to have been made in a new account or new accounts opened with the Chargor and without prejudice to the rights of the Bank to consolidate all or any of the Chargor's accounts no money paid in or carried to the credit of the Chargor in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account.

7.4 In addition and without prejudice to any general lien or similar right which the Bank as bankers may be entitled to at law the Bank may at any time during the continuance of this Legal Charge without notice to the Chargor combine or consolidate all or any of the Chargor's accounts (whether current or loan or discount or otherwise) with any liability to the Bank and set off or transfer any sum or sums standing to the credit of all or any of such accounts in or towards the satisfaction of all or any of the Chargor's liabilities to the Bank on any other account or in any respect. The liabilities referred to in this Clause 7.4. may be actual or contingent primary or collateral or joint and/or several and the accounts sums and liabilities referred to in this Clause 7.4. may be denominated in any currency.

7.5 The Bank may at its sole discretion and with or without notice to the Chargor elect to convert all or any part of any sum received by the Bank pursuant to this Legal Charge (in whole or in part) into the currency or currencies of the whole or any part of the Secured Obligations (deducting from the proceeds of the conversion any currency premium or other expense) and that rate of exchange shall be the Bank's spot rate for selling the currency or currencies of the money and liabilities hereunder secured for the currency of the sum received by the Bank hereunder at or about 11.00 a.m. in London on the date that the Bank exercises its right of conversion hereunder.

7.6 The Bank may place and keep to the credit of a suspense account for so long as the Bank may consider fit any monies received under or by virtue of this Legal Charge or any other security without any obligation in the meantime to apply the same or any part in or towards discharge of the Secured Obligations.

7.7 If the Chargor is not a company and in the event of the Bank or any Receiver appointed by the Bank taking possession of the Mortgaged Property the Bank or any Receiver appointed by the Bank is hereby authorised as agent for the Chargor if it or he elects so to do to remove warehouse store or sell any Chattels which the Chargor shall fail or refuse to remove from the Mortgaged Property within seven days of being requested so to do by notice from the Bank or any Receiver appointed by the Bank and neither the Bank nor any such Receiver shall be liable for any loss or damage occasioned to the Chargor. The Chargor shall indemnify the Bank and any Receiver appointed by the Bank against all expenses incurred by the Bank or any such Receiver in relation to such Chattels including expenses of removal and storage and against all liability to any third party in respect thereof and such expenses and liabilities shall be paid by the Chargor on demand with interest at the rate provided for by Clause 2.2 above from the time or respective times of the same having been paid or incurred by the Bank or the Receiver as the case may be. The Bank or its Receiver as the case may be shall account for the proceeds of any such sale after deducting any such expenses and conditionally upon the Chargor procuring the release of the Bank and the Receiver from all liability for any charges or expenses in respect of future storage of any such Chattels. The Bank or its Receiver as the case may be shall not be liable to the Chargor for any act or omission by any person appointed by it or him to effect such sale or for any failure by any such person to obtain a proper price provided only that such appointment shall have been made by the Bank or such Receiver in good faith.

7.8 The Chargor shall not sell or otherwise dispose of the Chattels or encumber them in any way nor remove them from the Mortgaged Property unless requested to do so pursuant to Sub-Clause 7.7 above.

7.9 Without prejudice to the powers and rights contained in Clause 6.4. in exercising those rights and powers the Bank shall have all the powers which the Receiver if he were appointed would have conferred upon him by Clauses 6.6. and 6.7. or any statute.

8. POWER OF ATTORNEY

8.1 The Chargor hereby irrevocably appoints the following namely:-

(i) the Bank;

(ii) each and every person to whom the Bank shall from time to time have delegated the exercise of the power of attorney conferred by this Clause; and

(iii) any Receiver appointed hereunder and for the time being holding office as such jointly and also severally to be the attorney or attorneys of the Chargor and in the Chargor's name and otherwise on the Chargor's behalf and as the Chargor's act and deed to sign seal execute deliver perfect and do all deeds instruments acts and things which may be required (or which the Bank or any Receiver appointed hereunder shall consider requisite) for carrying out any obligation imposed on the Chargor by or pursuant to this Legal Charge for conveying or transferring any legal or other estate or interest in land or other property or otherwise howsoever and carrying any sale lease or other dealing by the Bank or such Receiver into effect for getting in the Mortgaged Property or any part thereof and generally for enabling the Bank and the Receiver to exercise the respective powers conferred on them by this Legal Charge or by law. The Bank shall have full power to delegate the power conferred on it by this Clause but no such delegation by the Bank to any person shall preclude the subsequent exercise of such power by the Bank itself or any subsequent delegation thereof by the Bank to any other person and the Bank may revoke any such delegation at any time.

8.2 The Chargor shall ratify and confirm all transactions entered into by the Bank or such delegate of the Bank or such Receiver in the exercise or purported exercise of the Bank's or such Receiver's respective powers and all transactions entered into documents executed and things done by the Bank or such delegate or such Receiver by virtue of the power of attorney given by sub-clause 8.1 of this Clause.

8.3 The power of attorney hereby granted is as regards the Bank its delegates and any such Receiver (and as the Chargor hereby acknowledges) granted irrevocably and for value as part of the security constituted by or pursuant to this Legal Charge to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

9. GENERAL PROVISIONS

9.1 The restriction on the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

9.2 All sums costs charges remuneration and expenses properly incurred under this Legal Charge by the Bank and/or the Receiver and any other monies properly paid by the Bank and/or the Receiver in relation to such costs charges remuneration expenses or otherwise shall be due and payable by the Chargor to the Bank on the date or dates of payment by the Bank and/or the Receiver together with interest thereon at the Interest Rate from the date or dates of payment by the Bank and/or the Receiver until the date of payment by the Chargor and shall be charged on the Mortgaged Property and the Floating Charge Property and such charge shall be in addition and without prejudice to any and every other remedy lien or security to which the Bank may as Bankers be entitled at law.

9.3

9.3.1 Any notice or demand by the Bank shall be deemed to have been sufficiently given or made if:

- (i) sent by hand or prepaid letter post to or left at the address or registered office of the Chargor stated herein or the address of the Chargor last known to the Bank; or
- (ii) sent by telex or facsimile to the last known telex or facsimile number relating to any such address or office.

9.3.2 Any such notice or demand shall be deemed to have been served on the Chargor:

- (i) at the time of delivery or as the case may be at the time it is left at the address referred to above if sent by hand;
- (ii) at the earlier of the time of delivery or 10.00 a.m. on the day after posting (or if the day

after posting be a Sunday or any other day upon which no delivery of letters is scheduled to be made at 10.00 a.m. on the next succeeding day on which delivery of letters is scheduled to be made) if sent by prepaid letter post;

(iii) at the time of transmission if sent by telex or facsimile (and a facsimile shall be deemed to have been transmitted if it appears to the sender to have been transmitted from a machine which is apparently in working order); or

(iv) on the expiry of 72 hours from the time of despatch in any other case.

9.3.3 In the case of the death of any person a party hereto and until the Bank receives notice in writing of the grant of probate of the will or letters of administration in respect of the estate of the deceased any notice or demand by the Bank sent by any of the methods as aforesaid to the deceased shall for all purposes be deemed a sufficient notice or demand by the Bank to the deceased and his personal representatives and shall be as effectual as if the deceased were still living.

9.3.4 Service of legal proceedings in the manner described in Sub-Clause 9.3.1(i) shall be deemed to constitute good service.

9.3.5 Any notice or communication required to be served by the Chargor on the Bank under the terms of this Legal Charge shall be sent by recorded delivery or registered post to the Bank at the address stated herein or at such other address as may be notified in writing by the Bank to the Chargor for this purpose .

9.4 The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Legal Charge and the assignees or other successors whether immediate or derivative of the Bank shall be entitled to enforce and proceed upon this Legal Charge in the same manner as if named herein. The Bank shall be entitled to impart any information concerning the Chargor to any such assignee or successor or any participant or proposed assignee or successor including their legal and/or financial advisers.

9.5 This Legal Charge shall be governed by and construed in accordance with English law and the Chargor hereby irrevocably submits for the benefit of the Bank to the jurisdiction of the English courts but without prejudice to the Bank's right to pursue its remedies in any other court of competent jurisdiction.

9.6 A Certificate by an officer of the Bank as to the Secured Obligations the interest thereon and all other monies for the time being due to the Bank under this Legal Charge shall be conclusive evidence against the Chargor in any legal proceedings.

9.7 In the event of the Chargor being a body corporate the Chargor certifies or warrants firstly that this Legal Charge does not contravene any of the provisions of the Memorandum and Articles of Association charter or other governing instrument of the Chargor and secondly that the Chargor has or have been duly authorised by all necessary corporate acts to enter into this Legal Charge and thirdly that no consent licence or approval of any local or government authority or any other person is required for the creation or continuation of this Legal Charge.

9.8 The Bank shall not be liable for any involuntary losses which may occur in the exercise of all or any of the Bank's powers under this Legal Charge.

9.9 The security constituted by or pursuant to this Legal Charge shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Obligations but shall continue and be a continuing security to the Bank notwithstanding any settlement or account or other matter or thing whatsoever and shall be in addition to and shall not operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security or any contractual or other right which the Bank may at any time have for the Secured Obligations or any right or remedy of the Bank thereunder and any receipt release or discharge of the security provided by or of any liability arising under this Legal Charge shall not release or discharge the Chargor from any liability to the Bank for the same or any other money which may exist independently of this Legal Charge nor shall it release or discharge the Chargor from any liability to the Bank under any indemnity in favour of the Bank hereunder.

9.10 The Chargor hereby applies to the Chief Land Registrar for a restriction in the following terms to be entered on the Register or Registers of the Title or Titles relating to the Mortgaged Property which are now or are hereafter to be registered under the Land Registration Acts 1986 to 2002; "except under an Order of the Registrar no disposition by the Proprietor of the land is to be registered without the consent of the Proprietor for the time being of the charge dated [] in favour of HABIB BANK ZURICH plc referred to in the Charges Register.

9.11 Where the security hereby given to the Bank initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of or under the principal security to which this Legal Charge operates as a collateral or further security the security hereby provided shall in respect of any money or liabilities or other sums which were originally intended to be secured be an independent security for any such money or liabilities or other sums.

9.12 Each of the provisions in this Legal Charge shall be severable and distinct from one another and if at any time any 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.

9.13 Any change in the constitution of the Bank or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its or their rights hereunder.

IN WITNESS of the foregoing provisions the Chargor and the Bank have signed or sealed this Legal Charge as a deed and delivered it upon its being dated.

For use by
Companies

SIGNED as a deed on behalf of RDC DORKING LLP

Acting by
(Director) and by

26
(Director) Member

(Director/Secretary)

T. C. Cardash
(Director/Secretary) Member

For use by
individual

SIGNED as a deed by the said

in the presence of:

Name of witness

Signature of witness

Address

Occupation

For use by joint
individuals

SIGNED as a deed by the said

and

in the presence of:

Name of witness

Signature of witness

Address

Occupation

SIGNED as a deed by


ABBAS KHAKEI

and


SAMIR SHAH

duly authorised Attorneys
for and on behalf of
HABIB BANK ZURICH plc

in the presence of:

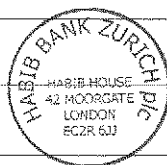
Name of witness

STEVE THOMAS

Signature of witness



Address



Occupation

BANK OFFICIAL

RELEASE

DATE: _____ 20 _____

The within-named Bank hereby releases the within-defined Mortgaged Property from all moneys secured by and from all claims and demands under the within-written Deed PROVIDED THAT this release shall not discharge the within-written Chargor from any liability to the Bank remaining to be paid or any other security held by the Bank

SIGNED AS A DEED AND
DELIVERED UPON DATING
by

and

duly authorised Attorneys
for and on behalf of
HABIB BANK ZURICH plc

in the presence of:

Name of witness _____

Signature of witness _____

Address _____

Occupation _____