



Registration of a Charge

Company Name: **VENUS PROJECTS (UK) LIMITED**

Company Number: **02431248**



Received for filing in Electronic Format on the: **22/02/2022**

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Details of Charge

Date of creation: **22/02/2022**

Charge code: **0243 1248 0012**

Persons entitled: **HABIB BANK AG ZURICH**

Brief description: **69 AND 69A PACKHORSE ROAD, GERRARDS CROSS SL9 8PQ**

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: **JMW SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2431248

Charge code: 0243 1248 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2022 and created by VENUS PROJECTS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2022 .

Given at Companies House, Cardiff on 24th February 2022

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**

22 February 2022

VENUS PROJECTS (UK) LIMITED

as Borrower

and

HABIB BANK AG ZURICH

as Lender

LEGAL CHARGE

CERTIFIED AS A TRUE COPY OF THE ORIGINAL

Dated: 22 / 02 / 2022

Signed JMW
JMW Solicitors LLP
1 Byrom Place, Manchester, M3 3HG

THIS DEED is made on 22 February

2022

BETWEEN:

- (1) **VENUS PROJECTS (UK) LIMITED** a company incorporated in England and Wales with registration number 02431248 whose place of business is at 36 Paradise Road Richmond, TW9 1SE (the "Borrower"); and
- (2) **HABIB BANK AG ZURICH** of Weinbergstrasse 59, 8006 Zurich (the "Lender").

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

Terms defined in the Facility Letter shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"**Authorisation**" means an authorisation, approval, consent, licence, permit, exemption, registration, or filing which is necessary or desirable for the ownership, use or enjoyment of the Real Property or the validity or effectiveness of this Deed.

"**Charged Assets**" means the assets mortgaged, subject to any Security Interest created by this Deed or charged or assigned pursuant to Clause 3 (*Security*) of this Deed.

"**Delegate**" means any delegate, agent, attorney appointed by the Lender.

"**Event of Default**" means an event of default arising under the Facility Letter.

"**Facility Letter**" means the loan agreement between the Borrower from the Lender consisting of the particulars and the conditions dated on or about the date of this Deed.

"**Insurance Policies**" means all present and future contracts or policies of insurance relating to the Real Property in which the Borrower has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise).

"**Insurance Proceeds**" means all monies from time to time payable to the Borrower under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums.

"**Land Registration Acts**" means the Land Registration Acts 1925 to 2002.

"**LPA**" means the Law of Property Act 1925.

"**Real Property**" means:

- (a) all of the freehold and/or leasehold property of the Borrower specified in Schedule 1 (*Real Property*);
- (b) all of the freehold and leasehold property or immovable property of the Borrower situate in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b); and
- (d) the Related Property Rights.

"**Receiver**" means any person appointed by the Lender to be a receiver or receiver and manager of any property subject to the security created by this Deed.

"**Related Property Rights**" means, where used in relation to a particular property, the following:

- (a) the proceeds of sale and/or other realisation of that property or right (or any part thereof or interest therein);
- (b) all security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property and all rights and claims thereunder; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

"Relevant Legislation" means any Act of Parliament, order, regulation and bylaw made with statutory authority, provision of common law or other binding law, or requirement of any authorisation, licence, permission, consent, permit, code of practice, rule or guidance of any competent authority (including any court, inspectorate, agent public or statutory person or the like) relevant to the Real Property, as the same may be amended, redacted and/or re-enacted from, time to time.

"Secured Liabilities" means all present and future monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (*Covenants to Pay*).

"Secured Party" means the Lender, a Receiver or any Delegate.

"Security Interest" means a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement.

"Security Period" means the period from the date of this Deed until the date on which the Lender has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

1.2 Construction and Third Party Rights

No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed (other than a Secured Party who is not a party to this Deed).

1.3 Implied Covenants for Title

The obligations of the Borrower under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Letter and any other connected agreement between the parties to this Deed are incorporated into this Deed.

2. COVENANTS TO PAY

2.1 Covenant to Pay Secured Liabilities

The Borrower covenants that it shall on demand pay to the Lender all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Relevant Party to any Secured Party under or pursuant to the Facility Letter and any connected documents

thereto in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Secured Party or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

2.2 Potential Invalidity

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

3. SECURITY

3.1 Creation of Fixed Security

The Borrower charges to the Lender by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in the Borrower at the date of this Deed shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Borrower's rights to and title and interest from time to time in any and each of the following:

3.1.1 the Real Property;

3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) situated at the Real Property and all Related Property Rights; and

3.1.3 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3.2 (*Assignments*).

3.2 Assignments

The Borrower assigns and will assign absolutely to the Lender with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of the Borrower's rights to and title and interest from time to time in any and each of the following:

3.2.1 the Insurance Policies and the Insurance Proceeds;

3.2.2 the Authorisations;

3.2.3 all income received or receivable from the Real Property;

3.2.4 any guarantee of income received or receivable from the Real Property contained in or relating to any occupational lease or agreement for lease; and

3.2.5 all other agreements, any Security Interests, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Borrower in respect of the Real Property,

and all Related Property Rights in respect of the above.

4. FURTHER ASSURANCE

4.1 The Borrower must promptly upon request by the Lender execute (in such form as the Lender may require) such documents (including assignments, transfers, mortgages, charges, notices and

instructions) in favour of the Lender or its nominees and do all such assurances and things as the Lender may require for:

- 4.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed;
 - 4.1.2 conferring upon the Lender such security as it may require over the assets of the Borrower outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets;
 - 4.1.3 facilitating, at any time on or after the occurrence of an Event of Default, the realisation of all or any part of the assets of the Borrower; and
 - 4.1.4 exercising all powers, authorities and discretions conferred on the Lender or any Receiver pursuant to this Deed or by law.
- 4.2 The Borrower shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment, as the case may be, in favour of the Lender in such form as the Lender shall require.
- 4.3 The Borrower shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Deed including the obtaining of any necessary consent (in form and content satisfactory to the Lender) to enable its assets to be mortgaged, charged or assigned pursuant to this Deed. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Deed. The Borrower shall promptly deliver a copy of each such consent to the Lender.

5. UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS

5.1 The Borrower undertakes to the Lender with respect to the Charged Assets that:

5.1.1 Negative Pledge

It shall not, except as expressly permitted by the Facility Letter, create or attempt to create or permit to subsist or arise any Security Interest on, over or affecting the Charged Assets or any part of them;

5.1.2 Disposals

It shall not dispose of the Charged Assets or any part of them or agree to do so except in the case of disposals which are expressly permitted by the Facility Letter and for these purposes 'dispose' shall include any form of disposal including any transfer, declaration of trust, assignment, sale, novation or the creation of any other form of legal or equitable interest in or over any of the Charged Assets;

5.1.3 Subsequent Charges

subject to Clause 5.1.1 (*Negative Pledge*), it shall procure that any Security Interest created by the Borrower after the date of this Deed (otherwise than in favour of the Lender) shall be expressed to be subject to this Deed;

5.1.4 Deposit of Title Documents

It shall deposit with the Lender or its nominee all deeds and documents of title relating to the Charged Assets provided that in the case of deeds or documents of title relating to Real Property, it shall ensure that such deeds and documents of title are held either by the Lender or to the order of the Lender by a firm of solicitors approved by the Lender for that purpose; and

5.1.5 Compliance with obligations

it will:

- (A) observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Charged Assets or the use, ownership, occupation, possession or other enjoyment of the Charged Assets whether imposed by statute, contract, lease or otherwise;
- (B) punctually pay, or cause to be paid, and indemnify the Secured Parties against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings now or at any time payable in respect of the Real Property or any part;
- (C) use all reasonable endeavours to procure the observance and performance by the other parties to any Insurances, Authorisations, agreements and other obligations affecting the Charged Assets or their ownership or use;
- (D) do all acts necessary or desirable to preserve its rights, title and interest in and to the Charged Assets; and
- (E) not, without the written prior consent of the Lender, enter into any onerous or restrictive obligations in respect of any of the Charged Assets.

5.1.6 Statutory Power of Leasing

In relation to Real Property, It agrees that, unless it has the prior written consent of the Lender (or the same is otherwise expressly permitted in accordance with the Facility Letter), it shall not exercise the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors and further agrees that the Lender may grant or accept surrenders of leases without restriction;

5.1.7 Registration and Notifications

it shall:

- (A) without prejudice to paragraph 2 of Schedule 2 of the Conditions of the Facility Letter, immediately notify the Lender of any contract, conveyance, transfer or other disposition for the acquisition by the Borrower of the legal or beneficial interest in any Real Property; and
- (B) make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Schedule 1 (Real Property) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the following restriction:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of *Habib Bank AG Zurich* referred to in the charges register or their conveyancer";

5.1.8 Development and alterations

It will not, without the prior written consent of the Lender, make or permit others to make any application for planning permission in respect of any part of the Real Property or make any structural or material alteration or addition to the Real Property, change the use of, or carry out or permit to be carried out any development on, any part of the Real Property;

5.1.9 Repair

It will keep the Real Property and all buildings thereon in good repair and condition and all fixtures, plant, machinery and equipment on the Real Property in good working order and condition (fair wear and tear excepted in the case of fixtures, plant, machinery and equipment) and fully protected against damage or deterioration and will not commit any waste on the Real Property;

5.1.10 Access

It will permit any person appointed by the Lender, without the Lender becoming liable to account as mortgagee in possession, (at reasonable times and upon reasonable notice) to enter upon the Real Property and inspect the state of the Charged Assets;

5.1.11 Information and notices

- (A) it will produce to the Lender such documents or information relating to the Charged Assets as the Lender may from time to time reasonably request and promptly deliver to the Lender a copy of any notice, order or proceedings served by any person on the Borrower concerning any Charged Assets, or alleging any breach by the Borrower of its obligations relating to the Charged Assets;
- (B) it will, if requested by the Lender, without delay and at its own cost take all reasonable or necessary steps to comply with any notice, order or proceedings referred to in clause 5.1.11 (A); and
- (C) it will, at the request of the Lender, without delay and at its own cost give notice to such persons, and in such form, specified by the Lender of the security created by this Deed.

5.1.12 Relevant legislation

It will:

- (A) not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of the Real Property required to be done or omitted by any Relevant Legislation or which shall contravene the provisions of any Relevant Legislation; and
- (B) indemnify and keep indemnified the Lender against all actions, proceedings, costs, expenses, claims and demands whatsoever in respect of any such act, matter or thing referred to in clause 5.1.12;

5.1.13 Authorisations

It will at all times acquire and maintain all Authorisations and will comply with all terms and conditions relating to all Authorisations and will not do or permit any act or omission whereby any Authorisation would be liable to be varied or revoked;

5.1.14 Value

It will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value to the Lender of the Real Property nor incur any expenditure or liability of an exceptional or unusual nature in respect of the Real Property without the prior written consent of the Lender;

5.1.15 Land Registration Acts

It will not, without the prior written consent of the Lender:

- (A) permit any person to be registered as proprietor of any Real Property under the Land Registration Acts;
- (B) create or knowingly permit to arise or subsist any overriding interest affecting the Real Property within the definition in the Land Registration Acts; or
- (C) permit any person to become entitled to any proprietary right or interest which might reasonably be expected to affect the value of the Real Property or any other Charged Asset thereon.

The costs incurred by the Lender in lodging from time to time a caution against registration of the Real Property shall be deemed to be costs properly incurred by it under this Deed; and

5.1.16 Insurance

It will obtain and maintain Insurances relating to the Real Property in line with the requirements of the Facility Letter.

5.2 Notices of Charge and/or Assignment

- 5.2.1 The Borrower shall forthwith give notice to any tenant of the Real Property in the form set out in Part A1 of Schedule 2 (*Notices*) and procure that each such tenant acknowledges such notice to the Lender in the form set out in Part A2 of Schedule 2 (*Notices*).
- 5.2.2 The Borrower shall deliver to the Lender and serve on any other person as required by the Lender:
 - (A) notices of assignment in respect of any of the other assets assigned pursuant to this Deed (including any of the contracts referred to in Clause 3.2 (*Assignments*)) and shall procure that each notice is acknowledged by any party specified by the Lender; and
 - (B) notices of charge in respect of any of the assets charged pursuant to this Deed and shall procure that each notice is acknowledged by any party specified by the Lender.
- 5.2.3 The notices of charge and/or assignment and/or acknowledgement referred to in Clause 5.2.2 shall be in a form substantially similar to those contained in Schedule 2 (*Notices*) or such other form as the Lender may require.
- 5.2.4 The Borrower shall forthwith give notice to any insurer of the Real Property in the form set out in Part B1 of Schedule (*Notices*) and procure that each such insurer acknowledges such notice to the Lender in the form set out in Part B2 of Schedule 2 (*Notices*).

6. RIGHTS OF THE LENDER

6.1 Enforcement

At any time on or after the occurrence of an Event of Default, the security created pursuant to this Deed shall be immediately enforceable and the Lender may in its absolute discretion and without notice to the Borrower or the prior authorisation of any court:

- 6.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and

6.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:

(A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and

(B) granted to a Receiver by this Deed or from time to time by law.

6.2 Restrictions on Consolidation of Mortgages

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Lender shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Lender at any time on or after the occurrence of an Event of Default. The Borrower hereby consents to the Lender making an application to the Chief Land Registrar for registration against the registered titles (if any) specified in Schedule 1 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the right to consolidate.

6.3 Restrictions on Exercise of Power of Sale

Section 103 of the LPA shall not apply to this Deed and the power of sale arising under the LPA shall arise on the date of this Deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Deed and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Lender at any time on or after the occurrence of an Event of Default.

6.4 Leasing Powers

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Lender or any Receiver under this Deed. The statutory powers of leasing may be exercised by the Lender upon and following the occurrence of an Event of Default and the Lender and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

6.5 No Prior Notice Needed

The powers of the Lender set out in Clauses 6.2 (*Restrictions on Consolidation of Mortgages*) to 6.4 (*Leasing Powers*) may be exercised by the Lender without prior notice to the Borrower.

6.6 Right of Appropriation

6.6.1 Without prejudice to the other provisions of this Deed, to the extent that any of the Charged Assets constitute "financial collateral", and this Deed and the obligations of the Borrower hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), the Lender shall at any time on and after the occurrence of an Event of Default have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Lender by reference to such method or source of valuation as the Lender may select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause 6.6.1, or selected by the Lender in accordance with this Clause 6.6.1 shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

6.6.2 The Lender shall notify the Borrower as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

7. EXONERATION

7.1 Exoneration

No Secured Party shall, by reason of it entering into possession of the Charged Assets, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Lender under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions of this Deed shall prevail and every such Receiver and the Lender shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

7.2 Indemnity

The Lender and every Receiver, attorney, delegate, manager, agent or other person appointed by the Lender hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Lender and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

8. APPOINTMENT OF RECEIVER

8.1 Appointment

At any time on or after the occurrence of an Event of Default, or at the request of the Borrower or its directors, the Lender may, without prior notice to the Borrower, in writing (under seal, by deed or otherwise under hand) appoint a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead.

8.2 More than one Receiver

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Lender may specify to the contrary in the appointment.

8.3 Receiver as agent

A Receiver shall be the agent of the Borrower which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of any Secured Party.

8.4 Receiver's Remuneration

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Lender from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

9. RECEIVER'S POWERS

9.1 Powers

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- 9.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 9.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 9.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Borrower itself could do or omit to do; and
- 9.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the Borrower; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Borrower (whether under hand, or by way of deed or by utilisation of the company seal of the Borrower).

9.2 Powers may be Restricted

The powers granted to a Receiver pursuant to this Deed may be restricted by the Instrument (signed by the Lender) appointing him but they shall not be restricted by any winding-up or dissolution of the Borrower.

10. PROTECTION OF PURCHASERS

10.1 Absence of Enquiry

No person or persons dealing with the Lender or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Lender or any such Receiver.

10.2 Receipt: Conclusive Discharge

The receipt of the Lender or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.

11. POWER OF ATTORNEY AND DELEGATION

11.1 Power of Attorney: General

The Borrower hereby irrevocably and by way of security appoints the Lender and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

- 11.1.1 to execute and deliver any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser;

11.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which the Borrower is required to enter into pursuant to this Deed; and

11.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or any Receiver under this Deed or which the Borrower is required to do pursuant to this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any preservation, disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Deed,

provided that the power of attorney granted in this Clause 11.1 shall only be exercisable: (a) if an Event of Default is continuing; or (b) following a failure by the Borrower to comply with its obligations under this Deed.

11.2 Power of Attorney: Ratification

The Borrower ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 11 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause.

11.3 General Delegation

The Lender and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on It or him by this Deed (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

12. APPLICATION OF MONIES RECEIVED UNDER THIS DEED

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, be applied for the following purposes and in the following order of priority:

12.1 in satisfaction of all costs, charges, expenses, payments and liabilities (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Lender or the Receiver and of remuneration to the Receiver in such order as the Lender shall in its absolute discretion decide; and

12.2 in or towards satisfaction of the Secured Liabilities which shall be applied in such order as the Lender shall in its absolute discretion decide; and

12.3 the surplus, if any, shall be paid to the Borrower or other person or persons entitled to it, save that the Lender may credit any monies received under this Deed 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 appropriate.

13. COSTS AND EXPENSES

13.1 Documentation costs

The Borrower must on demand pay any Secured Party all reasonable costs and expenses, including reasonable legal, valuation, accountancy and consultancy fees (and VAT) incurred by any of them relating to:

13.1.1 the negotiation, preparation, execution and completion of this Deed, or any of the documents referred to in this Deed; and

13.1.2 any actual or proposed amendment, replacement, restatement or extension of, or any waiver or consent under, this Deed or any of the documents referred to in this Deed.

13.2 Enforcement costs

The Borrower must reimburse any Secured Party on demand for all losses incurred as a result of the enforcement, attempted enforcement or preservation of any of their rights under:

13.2.1 this Deed; or

13.2.2 any of the documents referred to in this Deed.

14. RELEASE OF SECURITY

14.1 Release

At the end of the Security Period, the Lender shall, at the request and cost of the Borrower, execute (or procure the execution by its nominee) (in each case in a form acceptable to the Lender) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Deed.

14.2 Avoidance of Payments

14.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Lender considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.

14.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the Borrower shall be deemed not to have occurred and the Lender shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

15. AMOUNTS PAYABLE

All monies received or held by a Secured Party or a Receiver under this Deed in a currency other than the currency in which the Secured Liabilities are denominated may from time to time be sold for such one or more of the currencies in which the Secured Liabilities are denominated. The Borrower shall indemnify each Secured Party against the full cost (including all costs, charges and expenses) incurred in relation to such sale. No Secured Party or any Receiver shall have any liability to the Borrower in respect of any loss resulting from any fluctuation in exchange rates after any such sale.

16. POWER OF SEVERANCE

In the exercise of the powers conferred by this Deed, the Lender or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Lender or any Receiver may apportion any rent or other amount without the consent of the Borrower.

17. NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of receipt of such notice being the "Notice Date") it may, without prejudice to its rights under this Deed, open a fresh account or accounts with the Borrower and continue any existing account in the name of the Borrower and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the Borrower after that time

without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

18. MISCELLANEOUS

18.1 The Borrower

This Deed is binding on the successors and assigns of the Borrower.

18.2 Assignment and Transfer

18.2.1 The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Deed.

18.2.2 The Lender may assign and transfer all or any part of its rights and obligations under this Deed to any other party.

18.3 Property

This Deed is and will remain the property of the Lender.

18.4 Continuing Security

This Deed shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

18.5 Remedies and Waivers

18.5.1 No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this Deed or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.

18.5.2 No failure to exercise, nor any delay in exercising any right or remedy under the Facility Letter or any connected document shall operate as a waiver of any such right or remedy or constitute an election to affirm the Facility Letter or other document. No election to affirm any Facility Letter or other documents on the part of any Secured Party shall be effective unless it is in writing.

18.5.3 The rights and remedies of each Secured Party under this Deed is cumulative and not exclusive of any rights or remedies provided by law.

18.5.4 The obligations of the Borrower under this Deed will not be affected by any act, omission, matter or thing which but for this 18.5.4, might reduce, release or prejudice any of its obligations under this Deed (whether or not the Borrower or the Lender knows about it) including:

- (A) any time, waiver or consent granted to, or composition with, the Borrower or any other person;
- (B) any failure or delay in exercising a right or remedy under this deed;
- (C) the release of any other person under the terms of any composition or arrangement;
- (D) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over assets of, the Borrower or any other person or any non-presentation or

non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security Interest;

- (E) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;
- (F) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of the Facility Letter or any connected document or Security Interest including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document, guarantee or Security Interest;
- (G) any unenforceability, illegality or invalidity of any obligation of any person under Facility Letter or any connected document or Security Interest; or
- (H) any insolvency or similar proceedings.

18.6 Additional Security

This Deed shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other security or guarantee.

18.7 Variation of Security

This Deed shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 18.6 (*Additional Security*) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

18.8 Enforcement of Other Security

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

18.9 Redemption of Prior Incumbrances

The Lender may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Borrower. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Borrower to the Lender and until such payment shall form part of the Secured Liabilities.

18.10 Further advances

- 18.10.1 The Lender must perform its obligations under the Facility Letter (including any obligation to make available further advances).
- 18.10.2 The Borrower hereby consents to the Lender making an application to the Chief Land Registrar for the registration against the registered titles (if any) specified in Schedule 1 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the obligation to make further advances.

- 18.11 Any Secured Party may as the agent of the Borrower remove, store, sell, dispose of, use or otherwise deal with any items located at the Property and not forming part of the Charged Assets

on such terms as Secured Party shall think fit. If the Borrower is a company registered under any of the Companies Acts or a body registered or governed by the Co-operative and Community Benefit Societies Act 2014, the net proceeds of the sale of any items pursuant to this clause 18.11 (after deduction of all costs incurred by any Secured Party of (and/or ancillary to) such removal, storage, sale or disposal) shall be applied in or towards the discharge of the Secured Liabilities. If the Borrower is an individual or individuals, the net proceeds of the sale of any items pursuant to this clause 18.11 (after deduction of all costs incurred by any Secured Party of (and/or ancillary to) such removal, storage, sale or disposal) shall be paid by such Secured Party to the Borrower as soon as reasonably practicable following demand.

19. NOTICES

19.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

19.2 Addresses

The postal address and e-mail address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

19.2.1 In the case of the Borrower:

Address: 36 Paradise Road Richmond, TW9 1SE

Attention: The Directors, Venus Projects (UK) Limited

19.2.2 In the case of the Lender:

Address: Weinbergstrasse 59, 8006 Zurich, Switzerland

E-mail address: m.gestinger@habibbank.com

Attention: Marek Gestinger

or any substitute address (in the United Kingdom), fax number or department or officer as a Party may notify to the others by not less than five Business Days' notice.

19.3 Delivery

19.3.1 Any communication or document made or delivered by a Party to the other Party under or in connection with this Deed will only be effective:

(A) if by way of e-mail, when received in legible form; or

(B) if by way of letter, when it has been left at the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 19.2 (*Addresses*), if addressed to that department or officer.

19.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the

attention of the department or officer identified above (or any substitute department or officer as the Lender shall specify for this purpose).

- 19.3.3 If deemed receipt under clause 19.3.1 would occur outside business hours in the place of receipt, it shall be deferred until business hours resumes. In this clause, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

20. GENERAL

- 20.1 No variation to this Deed will be effective unless made in writing and signed by or on behalf of each of the Parties. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.
- 20.2 Each provision of this Deed is severable and distinct from the others. If at any time any provision of this Deed is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this Deed but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this Deed will not be affected in any way.
- 20.3 If any provision of this Deed is found to be illegal, invalid or unenforceable under Clause 20.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question will apply with any modifications that may be necessary to make it legal, valid or enforceable.
- 20.4 This Deed may be executed in any number of counterparts each of which when executed and delivered will be an original. All the counterparts together will form one and the same document.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 21.2 The Borrower and the Lender agree that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of such courts.
- 21.3 Without prejudice to any other mode of service allowed under any relevant law the Borrower irrevocably appoints confirms that it shall accept service of process at the address of the property specified in Schedule 1 to this Deed in relation to any proceedings before the English courts in connection with this Deed, the Facility Letter and any connected documents, and agrees that failure by the Borrower to receive any notice served at the property specified in Schedule 1 to this Deed will not invalidate the proceedings concerned.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1 - REAL PROPERTY

The freehold property known as 69 and 69A Packhorse Road, Gerrards Cross SL9 8PQ registered at HM Land Registry with title number BM5399.

SCHEDULE 2 - NOTICES

PART A1 - NOTICE TO TENANT

[On the letterhead of the Borrower]

To: [Tenant]

[Date]

Dear Sirs,

**Legal Charge dated [●] between the Borrower
and the Lender (the "Legal Charge")**

We write to give you notice that we have assigned by way of security to Habib Bank AG Zurich (the "Lender") our rights to all income due to us under the terms of the lease [details required] (other than sums receivable by way of insurance contributions, service charge, payments to sinking funds or any VAT payable thereon) (the "Rents").

However, notwithstanding this you should pay the Rents to our account, the details of which are account number: [●] sort code: [●], unless you are directed by the Lender to pay them into a different account.

As part of the arrangements, the Lender must consent to any charge, assignment or other dealing with the Property [insert description] and we will liaise with the Lender in this regard. However, we continue to remain liable to perform our obligations under the terms of the Lease [and shall remain responsible for the management of the Property] and the Lender is under no obligation of any kind whatsoever.

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

Please retain this notice for your records.

Yours faithfully,

.....
(Authorised signatory)

[the Borrower]

PART A2 - ACKNOWLEDGEMENT OF TENANT

[On the letterhead of the Tenant]

To: [Habib Bank AG Zurich]
Attention: [●]
Copy: [the Borrower]

[Date]

Dear Sirs,

**Legal Charge dated [●] between the Borrower
and the Lender (the "Legal Charge")**

We confirm receipt from [insert Borrower details] (the "**Borrower**") of a notice dated [●] of an assignment by way of security upon the terms of the Legal Charge over all the rights of the Borrower to all income due to it under the terms of the lease [details required] (other than sums receivable by way of insurance contributions, service charge, payments to sinking funds or any VAT payable thereon) (the "**Rents**").

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Rents; and
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Rents.

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

Yours faithfully,

.....
(Authorised signatory)

[Tenant]

PART B1 - NOTICE TO INSURER

[On the letterhead of the Borrower]

To: [Insurer]

[Date]

Dear Sirs,

Legal Charge dated [•] between the Borrower and the Lender (the "Legal Charge")

We hereby give you notice that under the Legal Charge we assigned to Habib Bank AG Zurich (the "Lender") all our rights to and title and interest from time to time in, to and under insurance policy number[s] [•] effected by us or whomsoever in relation to [•] (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the "Policy[ies]").

We irrevocably instruct and authorise you to pay all payments under or arising under the Policy[ies] to the account called [[•]], at [[•]], account number [•] sort code [•]. It is very important that you make all immediate arrangements for all such sums payable by you under the Policy[ies] to be paid to this account.

Please note that:

1. all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Lender;
2. all rights to compel performance of the Policy[ies] are exercisable by the Lender; and
3. all rights, interests and benefits whatsoever accruing to or for our benefit arising under the Policy[ies] belong to the Lender.

We will remain liable to perform all our obligations under the Policy[ies] and the Lender is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Lender.

Yours faithfully,

.....
(Authorised signatory)

[the Borrower]

PART B2 - ACKNOWLEDGEMENT OF INSURER

To: Habib Bank AG Zurich
Attention: [•]

[Date]

Dear Sirs,

Legal Charge dated [•] between the Borrower and the Lender (the "Legal Charge")

We confirm receipt from [•] (the "**Borrower**") of a notice dated [•] of an assignment upon the terms of the Legal Charge to Habib Bank AG Zurich (the "**Lender**") of the Borrower's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party.

We confirm that we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in accordance with the terms of the notice to the account specified in that notice.

We further confirm that:

1. no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Lender;
2. no termination of such rights, interests or benefits will be effective unless we have given the Lender at least 30 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;
3. the Borrower will remain liable to perform all of its obligations under the Policy[ies] and the Lender is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations under the Policy[ies]; and
4. as the Lender is named as composite insured, no breach or default on the part of the Borrower of any of the terms of such Policy[ies] will be deemed to have occurred unless we have given notice of such breach to the Lender specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, counter-claim and other similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Borrower (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

This letter and any non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with English law.

Yours faithfully,

.....
(Authorised signatory)

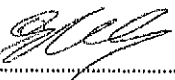
[Insurer]

The Borrower

EXECUTED as a Deed by VENUS PROJECTS (UK) LIMITED

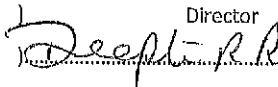
acting by a director and its secretary or two

directors or a director in the presence of a witness:



SWATI RISHI

Director



DEEPTI RISHI

Director/Secretary

Signature, name (in block capitals) and address of witness

.....

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.....

.....

The Lender

SIGNED by

.....

for and on behalf of

HABIB BANK AG ZURICH

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1921