



Registration of a Charge

Company name: **Imperial Pharmaceuticals Ltd**

Company number: **03237756**



X53D5A49

Received for Electronic Filing: **23/03/2016**

Details of Charge

Date of creation: **22/03/2016**

Charge code: **0323 7756 0024**

Persons entitled: **HABIB BANK AG ZURICH**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALEX PRICE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3237756

Charge code: 0323 7756 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd March 2016 and created by Imperial Pharmaceuticals Ltd was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2016 .

Given at Companies House, Cardiff on 24th March 2016

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**

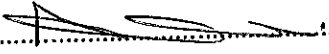


(INCORPORATED IN SWITZERLAND)

Habib Bank AG Zurich

(Incorporated in Switzerland)
Established 1967

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument".

Signed

Dated23/3/16.....

Shakespeare Martineau LLP
No. 1 Colmore Square
Birmingham B4 6AA

**LIEN ON DEPOSIT / SET OFF ARRANGEMENT TO
SECURE BANKING FACILITIES TO THIRD PARTY**

Date: 22 March 2016.

To : Habib Bank AG Zurich

42 - MOORGATE

LONDON, EC2R 6JJ Branch (full address)

Dear Sir,

(CRN 03237756)

1. I/We IMPERIAL PHARMACEUTICALS LTD, UNIT 4, IMPERIAL
PARK BUSINESS CENTRE, STONEFIELD WAY ^{SOUTH RUSSLIP, MIDDLESEX HA4 0JW} (name and full address) (the "Depositor")
refer to the banking accommodation or Facility (the "Facility") to the Borrower (the "Borrower")
as described in the first schedule; and agree and undertake as under :-

2. Undertaking to Repay Facility and Indemnity

In consideration of your providing or agreeing to provide the Facility at our request and independent of the terms between you and the Borrower, it is clearly agreed between the Bank and the Depositor that the Facility is allowed upon the Depositor's unconditional and irrevocable undertaking as a principal debtor and obligor, and not merely as a surety, which the Depositor hereby gives, to repay on demand the Facility with interest, charges, costs and expenses of the Bank and to indemnify and keep indemnified the Bank against any costs, charges, losses whatsoever connected with the Facility. Our liability as principal debtor, obligor and indemnifier is referred to as the "Depositor's Liability".

3. Conditions attached to the Deposit

It is an important condition of the granting of the Facility that with the intention of securing the Deposit, the Depositor shall deposit with the Bank, or shall subject an existing deposit with the Bank, as mentioned in the Second Schedule (the "Deposit"), to the following conditions :

- a) Whilst any part of the Depositor's liability remains outstanding, the Depositor is not entitled except with the prior written consent of the Bank to withdraw the whole or any part of the Deposit, neither will the Depositor assign, transfer or charge whether absolutely or by way of security, all or any part of the Deposit.
 - b) In any case, the Bank is not obliged to repay the Deposit pending ascertainment of the Depositor's liability.
 - c) The Bank is entitled without prior notice and at any time to set off all or any part of the Depositor's liability against the Deposit.
 - d) The Bank has a lien to retain the Deposit and the Bank's liability to repay the Deposit is restricted to payment of the resulting credit balance (if any) after adjusting the Depositor's liability to the Bank and exercising the Bank's rights of set-off and, for this purpose, the Bank may convert the whole or any part of the Deposit at the reasonable expense to the Depositor into any other currency. The Deposit shall be repayable only if and when the Depositor's liability has been paid.
 - e) None of the above provisions is to prejudice the others.
4. If for any reason, the provision of the Facility becomes void or the security given by the Borrower becomes unenforceable or steps are taken by anyone for the insolvency, winding up or administration

of the Borrower, or the Depositor, then the Depositor's liability shall immediately be payable in full without the necessity for any demand or other action by the Bank and the Deposit shall become immediately matured (irrespective of the period of the Deposit) and be automatically set-off against the Depositor's liability and the balance (if any) of the Deposit shall be withdrawable by or on behalf of the Depositor.

5. Continuing Security

The undertakings and obligations herein shall be a continuing security and shall be in addition and without prejudice to the Bank's other rights to consolidate or combine accounts or securities given or available to the Bank or any other right or remedy available to the Bank whether under the general law or otherwise; and no defective or partial exercise by the Bank of any of its rights hereunder shall preclude any further or other exercise of such rights.

6. Applicable Law

This agreement shall be governed by and construed in accordance with English Law and the Depositor submits to the jurisdiction of the English courts but without prejudice to the right of the Bank to pursue its remedies in such other jurisdiction as it thinks fit.

7. Independent Advice

The Depositor confirms to the Bank that he / they have taken independent legal advice, and have voluntarily and freely executed this document after having been fully explained and having fully understood its meaning and scope of the risks.

8. Miscellaneous

- a) References herein to the "Bank", the "Borrower" and the "Depositor" where the context admits include references to their respective successors and / or assigns whether immediate or derivative.
- b) If there is more than one person included within the expression "Depositor" named as the Depositor herein, then :
 - (i) any references to the "Depositor" includes a reference to all or any one or more of such persons and their liabilities and obligations hereunder shall be joint and several;
 - (ii) this Agreement shall not be determined and no such person shall be released or discharged by his death or by the death release or discharge of any other such person nor by the modification or variation of the liability of any such person nor by the substitution of any other party or security or any change in the constitution of any partnership or body of which any such person may be a member;
 - (iii) any demand made under this Agreement shall be deemed to have been duly made if made on any one or more of such persons; and
 - (iv) if any one or more of such persons is not bound by the provisions of this Agreement (whether by reason of his or their lack of capacity or improper execution of or omission to execute this Agreement or for any other reason whatsoever) the remaining person or persons shall be and remain bound by the provisions of this Agreement as if such other person or persons had never been party hereto.

THE FIRST SCHEDULE (The Facility, The Borrower)

"Facility" shall mean any banking accommodation or facility (including without limitation facility by

way of loan, overdraft, letter of credit or guarantee) provided by the Bank to the Borrower and as the same may from time to time (and whether, or without the concurrence of the Depositor) be novated or modified in any manner whatsoever.

The "Borrower" shall mean :

[Note : Strike out (i) or (ii) as per particulars of the Borrower]

(i) EDEN PARFUMS LIMITED , a Limited Company, incorporated under
Registration No. 08662740 and having its Registered Office at UNIT 4, IMPERIAL PARK
BUSINESS CENTRE, STONEFIELD WAY
RUISLIP, MIDDLESEX HA4 0SW and trading office at UNIT 4, IMPERIAL PARK, BUSINESS
CENTRE, STONEFIELD WAY, RUISLIP, MIDDLESEX HA4 0SW
and maintaining account number _____
at the MOORGATE Branch of the Bank. The Facility may be granted in this or any
other account and as the same may be re-designated, re-numbered or transferred to any other Branch of
the Bank.

(ii) If the Borrower is not a Limited Company, then give full name and address of the Borrower with
account number and Branch as above.

THE SECOND SCHEDULE (The Deposit)

The "Deposit" shall mean the credit balance and interest thereon (if any) from time to time on any account
howsoever designated and in whatever currency in the name of the Depositor with the Bank (including,
without limitation, the account with the Bank at its 42 MOORGATE, LONDON EC2R 6JJ
Branch, U.K., in the name of IMPERIAL PHARMACEUTICAL LIMITED
now numbered _____ and as the same maybe re-designated / re-numbered /
re-deposited or converted into another currency from time to time.

**IMPORTANT NOTICE : PLEASE CONSULT YOUR SOLICITOR FOR INDEPENDENT
ADVICE BEFORE SIGNING THIS DOCUMENT. SIGN ONLY AFTER YOU AGREE TO
BE LEGALLY BOUND BY IT.**

SIGNED, dated and delivered as a deed by :

NAYAN THAKRAN / MANISHA THAKRAN MANISHA

Full Name of the Depositor in BLOCK letters
[NOTE : In case of Limited Company, proper
resolution taken, two directors to sign and the
seal of the company affixed]

Signature

In the presence of witness :

(i) [Signature]
Signature

(ii) _____
Signature

Full Name and Address of Witnesses, in BLOCK letters

(i) AKBAR MUSHTAQ (ii) _____

Occupation SOLICITOR
Akbar Mushtaq (Solicitor)
West London Solicitors Limited
5A High Street, Southall UB1 3HA
T: 020 8571 1001; F: 020 8843 1127

Occupation _____