



Registration of a Charge

Company name: **Imperial Pharmaceuticals Limited**

Company number: **03237756**



X63VANGZ

Received for Electronic Filing: **07/04/2017**

Details of Charge

Date of creation: **04/04/2017**

Charge code: **0323 7756 0027**

Persons entitled: **HABIB BANK ZURICH PLC**

Brief description: **LIEN ON DEPOSIT/SET-OFF AGREEMENT**

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: **ALEXANDER PRICE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3237756

Charge code: 0323 7756 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2017 and created by Imperial Pharmaceuticals Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th April 2017 .

Given at Companies House, Cardiff on 10th April 2017

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**

Date: 4 April 2017

Lien on Deposit/Set-off Arrangement and I certify that this is a true likeness ofTo: **HABIB BANK ZURICH plc**Moorgate

Branch

42 Moorgate, London, EC2R 6JJ

Full Address of the Branch

Signature Name Azadeh PriceStatus DirectorDate 6/4/17**1. Covenant to Pay and Indemnity :**

- a) In consideration of your bank's provision of Credit/Banking facilities, as defined in Clause 5 below ("Facilities"), I/we irrevocably and unconditionally undertake that if my/our liability or purported liability to repay/discharge the facilities should be or become void or unenforceable or avoidable on any ground whatsoever (including illegality, irregularity, dues or lack of authority, any provision of bankruptcy or insolvency law) and whether or not this ground was known or ought to have been known to the bank, the facilities shall nevertheless be recoverable by the bank on demand and be paid forthwith on demand by me/us.
- b) I/We further undertake and agree as a separate and independent obligation that I/we shall indemnify, and keep indemnified, the bank, its Directors, Officers and Agents for any loss, cost and charges whatsoever by reason of provision of the Facility.

2. Charge / Lien on Deposits :

- a) I/We confirm that I/we, as beneficial owners, have deposits as defined in Clause 5 below (the "Deposit") with your bank in my/our name which I/we hereby charge by way of first fixed charge, to your bank as primary security for repayments of the Facilities and/or discharge of my/our liability to the Bank.
- b) I/We irrevocably authorise your bank, at any time and without any notice to me/us or any one of us, to appropriate whether by way of set-off or otherwise the Deposit in or towards discharge of my/our liability to the Bank and for the purpose of such appropriation, you may convert the Deposit currency to the currency of the Facility at your mid TT rate on the day of conversion. Further, you may at any time before such appropriation, transfer full or part amount of the Deposit to a margin account to further perfect the charge and undertakings hereby given. Your rights herein are in addition and without prejudice to any other security which the Bank may know or hereafter hold PROVIDED THAT you will first appropriate the charged Deposit towards discharge of my/our liability to the Bank, and any other security will be applied only towards adjusting the shortfall, if any.

3. Restricted Repayment of Deposit and Negative Pledge :

- a) Irrespective of the terms upon which the Deposit is made, the bank shall not be under any obligation to repay the Deposit until the Facilities shall have been fully repaid and my/our liabilities fully discharged. Where the Deposit would otherwise become payable under the terms upon which it was made, it shall not be paid by the Bank to me/us and the bank may, in its absolute discretion, re-deposit the amount together with interest.
- b) I/We shall not, without the bank's prior permission in writing, assign, mortgage, charge or otherwise deal with the Deposit or any other thereof, except in favour of or to the bank. I/We confirm that no rights of the bank under this Agreement shall be varied except in writing by the bank specifically referring to the Deposit and this Agreement and if the bank pays a part of the Deposit to me/us, such payment shall not be deemed to be waiver of any rights, including rights as to the balance of the Deposit, of the bank.

4. Applicable Law :

This document and its terms are to be interpreted in accordance with, and be subject to, English law and only English courts shall have jurisdiction over any proceedings in connection herewith and I/we irrevocably agree that the judgement in such proceedings shall be conclusive and may be enforced in the courts of jurisdiction.

5. Interpretation :

- a) "Credit/banking Facilities" means any banking accommodation or facility including loan/overdraft/Margin/Letter of credit/guarantee provided by the bank to me/us ["the customer"] and includes credit facilities in account number _____ at its _____ branch in the name of IMPERIAL PHARMACEUTICALS LTD denominated in _____ currency and includes any renewal, enhancement or replacement thereof and liabilities incurred hereafter which now or at any time may be due, owing or incurred by the customer to the bank anywhere whether singly or jointly with any other person or firm or corporation and in whatever currency denominated, together with the bank's interest, commission, charges, expenses and costs, including legal costs.

b) "Deposit" means the credit balance and interest thereon from time to time with the bank, in the account number _____ at its _____ branch in the name of
IMPERIAL PHARMACEUTICALS LIMITED
denominated in _____ currency for the time being and as the same may be re-designated/re-numbered/re-deposited or converted into another currency or transferred to a margin account from time to time

c) Reference to "the Bank", "Customer" includes reference to their respective successors and/or assignees whether immediate or derivative and where the deposit is held in more than one name, the term "We" means all of us or any one of us jointly and severally.

6. **Independent Advice** : I/We 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.

For use by single individuals

SIGNED, dated and delivered as a deed by :

Full name, in BLOCK letters

Signature

For use by Joint Depositors

SIGNED, dated and delivered as a deed by :

Full name, in BLOCK letters (i)

Signature

Full name, in BLOCK letters (ii)

Signature

Full name, in BLOCK letters (iii)

Signature

For use by Limited Company
(Proper Resolution obtained, two authorised Directors to sign)

SIGNED, dated and delivered as a deed by :

NAYAN THAKRAR
Full name of the Director, in BLOCK letters (i)

Signature

MANISHA THAKRAR
Full name of the Director, in BLOCK letters (ii)

Signature

The above Single / Joint / Company Depositor signed in the presence of (delete not applicable) :

Full name of Witness, in BLOCK letters (i)

Signature of Witness

Full Address of Witness

Occupation

Full name of Witness, in BLOCK letters (ii)

Signature of Witness

Full Address of Witness

Occupation