



Registration of a Charge

Company Name: **GALLIPOLI CAFE LIMITED**

Company Number: **03514051**



XACP7M5U

Received for filing in Electronic Format on the: **09/09/2021**

Details of Charge

Date of creation: **07/09/2021**

Charge code: **0351 4051 0085**

Persons entitled: **INTERBAY FUNDING LIMITED**

Brief description: **ALL THAT FREEHOLD INTEREST IN THE LAND AND PROPERTY
KNOWN AS 33/34 OXFORD STREET, SOUTHAMPTON SO14 3DS AND
REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER
TITLE NUMBER HP150006**

Contains fixed charge(s).

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: **PARIS SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3514051

Charge code: 0351 4051 0085

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th September 2021 and created by GALLIPOLI CAFE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2021 .

Given at Companies House, Cardiff on 10th September 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated 7 September 2021

GALLIPOLI CAFE LIMITED (1)

INTERBAY FUNDING LIMITED (2)

LEGAL CHARGE

relating to

33/34 OXFORD STREET, SOUTHAMPTON SO14 3DS

Form of charge filed at the Land Registry under reference MD1051E

We hereby certify this to be
a true copy of the original
Paris Smith LLP
9 Parchment Street
Winchester SO23 8AT

**IMPORTANT: THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH INCLUDES OBLIGATIONS.
YOU ARE RECOMMENDED TO TAKE LEGAL ADVICE BEFORE SIGNING IT**

**LAND REGISTRY
LAND REGISTRATION ACT 2002**

Administrative Area : **SOUTHAMPTON**
Title Number : **HP150006**
Property : **33/34 OXFORD STREET, SOUTHAMPTON SO14
3DS**

THIS DEED OF LEGAL CHARGE is made the 7 day of September 2021

BETWEEN:

PARTIES

1. MORTGAGOR: GALLIPOLI CAFE LIMITED incorporated in England and Wales with Company Number 03514051 whose registered office is at 291 Green Lanes London England N13 4XS
2. LENDER: INTERBAY FUNDING LIMITED incorporated in England and Wales with Company Number 05595882 whose registered office is at Reliance House Sun Pier Chatham England ME4 4ET

AGREED TERMS

1 DEFINITIONS AND INTERPRETATIONS

In this Legal Charge:

- 1.1 The Standard Terms and Conditions (2018 Eight Edition) are incorporated in this Legal Charge and unless otherwise defined in this Legal Charge or the context otherwise requires, a term defined in the Standard Terms and Conditions has the same meaning in this Legal Charge, or any notice given under or in connection with this Legal Charge

- 1.2 The definitions and interpretation in this Clause 1.2 apply in this Legal Charge

"Charged Assets" means each of the Property, assets and undertaking of the Mortgagor which from time to time are the subject of any Security created or

expressed to be created by it in favour of the Lender by or pursuant to this Legal Charge.

"Costs" means all costs charges expenses taxes and liabilities of any kind including without limitation costs and damages in connection with litigation professional fees disbursements and any VAT charged on Costs which the Lender or any Receiver may charge or incur

"Environmental Law" means all applicable laws statutes regulations secondary legislation byelaws common law directive treaties and other measures judgments and decisions of any court or tribunal code of practice and guidance notes insofar as they relate to or apply to the Environment here meaning the natural and manmade Environment including all or any of the following media namely air water and land (including air within buildings and other natural or manmade structures above or below the ground) and any living organisms or systems supported by those media

"Environmental Licence" means any authorization permit or licence necessary under Environmental Law in respect of any other the Charged Assets

"Event of Default" has the meaning given to it in the Standard Terms and Conditions.

"Facility Letter" means the Facility Letter dated 20 July 2021 made between the Mortgagor and the Lender for the provisions of the Term Loan and the Secured Obligations

"Property" means the freehold or leasehold property described in the Schedule hereto of this Legal Charge

"Receiver" means a receiver, receiver and manager administrator or, where permitted by law, an administrative receiver and any substitute for any such person (as the Lender may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment.

"Secured Obligations" means all present and future obligations and liabilities including without limitation the Term Loan (whether actual or contingent, owed jointly, severally or in any other capacity whatsoever and whether incurred by the Mortgagor or any Security Provider or by some other person) of the Mortgagor and each Security Provider to the Finance Parties (or any of them) under each of the Finance Documents including without limitation all interest default interest and the

Costs except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law.

"Security Period" means the period beginning on the date of this Legal Charge and ending on the date on which the Lender is satisfied that the Secured Obligations have irrevocably been discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Mortgagor or any other person under any of the Finance Documents.

"Standard Terms and Conditions" means the Standard Terms and Conditions (Eight Edition).

1.3 Clause 14 of the Standard Terms and Conditions apply as if they were incorporated in this Legal Charge together with the following provisions :-

- (a) a reference to a Clause of or Schedule to this Legal Charge are references to paragraphs of the relevant Schedule unless the context otherwise requires
- (b) a reference to "continuing" in relation to an Event of Default means an Event of Default which has not been remedied or waived
- (c) a reference to this Legal Charge (or any provision of it) or any other document shall be construed as a reference to this Legal Charge, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties
- (d) a reference to the Mortgagor shall include its successors permitted transferees and permitted assigns
- (e) If the Lender considers that an amount paid in respect of Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of the Mortgagor or otherwise then that amount shall not be considered to have been irrevocably paid for the purposes of this Legal Charge

- (f) A reference in this Legal Charge to the Property includes all buildings and fixtures and fittings (including trade and tenants fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time; the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property; the benefit of any covenants to the title given, or entered into, by any predecessor in title of the Mortgagor in respect of the Property and any monies paid or payable in respect of those covenants; and all rights under any licence agreement for sale or agreement for lease in respect of the Property
- (g) For the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Letter and the Standard Terms and Conditions are incorporated into this Deed
- (h) A third party (being any person other than the Mortgagor the Lender and the Finance Parties and the permitted successors and assigns of the Lender and any Finance Parties) has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Legal Charge

2 COVENANT TO PAY

The Mortgagor covenants with the Lender to pay discharge and satisfy the Secured Obligations in accordance with their respective terms and to indemnify the Finance Parties against any losses costs charges expenses and liabilities arising from any breach or failure to pay discharge and satisfy the Secured Obligations in accordance with their respective terms.

3 SECURITIES

3.1 The Mortgagor with full title guarantee as continuing security for payment and discharge of the Secured Obligations charges to the Lender:

3.1.1 By way of first legal charge the Property

3.1.2 By way of assignment all rental income (whether present or future and whether payable now or in the future) and the proceeds of any sale lease or other disposition of the Property or any part thereof and

which may at any time be held or received by the Mortgagor or any third party on behalf of the Mortgagor

3.1.3 By way of first fixed charge the proceeds of any sale lease or other disposition of the Property or any part thereof and which may at any time be held or received by the Mortgagor or any third party on behalf of the Mortgagor

3.1.4 By way of assignment all rights and claims of the Mortgagor against all lessees sub-lessees licensees or other occupiers of the Property or any part thereof and also against all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property now or in the future existing and capable of being satisfied by the payment of money provided that nothing in this sub-clause shall constitute the Lender as a mortgagee in possession

3.1.5 By way of assignment all its interest in and rights under any contracts or agreement for the sale, purchase, leasing, mortgaging, carrying out of works to, development or re-development of, or other dealing with the Property (including its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements)

3.1.6 By way of assignment (without prejudice to the generality of the foregoing) all its interest in all or any monies received or to be received by the Mortgagor or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Mortgagor by way of deposit or on account of the sale price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale letting mortgage or other dealing with the Property or in respect of any compensation or other payment relating to the Property

3.1.7 By way of assignment all its rights in any insurance policy including the proceeds of any claims under any insurance policy and the rent and the benefits of any guarantee or security in respect of the rent provided that nothing in this Clause 3.1.7 shall constitute the Lender as a mortgagee in possession

3.1.8 By way of fixed charge the goodwill of any business or undertaking (if any) carried on at the Property

- 3.1.9 By way of fixed charge all plant machinery and other items affixed to and forming part of the Property on or at any time after the date of this Legal Charge
- 3.1.10 By way of fixed charge the proceeds of any claim made under any insurance policy relating to the Property or any business or undertaking conducted at the Property
- 3.1.11 (Where the Mortgagor is a company or a limited liability partnership) by way of floating charge all other unattached plant machinery chattels and goods now or at any time after the date of this Legal Charge on in or used in connection with the Property or the business or undertaking conducted at the Property

4 REGISTRATION

- 4.1 If the Property or any part thereof shall consist of registered land then the parties hereto hereby apply to the Chief Land Registrar for the registration in the Proprietorship Register of the following entry:
- "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [7/9/21] in favour of InterBay Funding Limited. referred to in the Charges Register"
- 4.2 The lender is, subject to the terms of the Facility Letter, under an obligation to make further advances to the Mortgagor and this security has been made for securing such further advances. The Lender and the Mortgagor apply to the Chief Land Registrar to enter a note of such obligation on the register of title to all present and future registered property of the Mortgagor (and any unregistered properties subject to compulsory first registration at the date of this Legal Charge).
- 4.3 In the event the title to the Property is not registered at the Land Registry the Mortgagor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property without the prior written consent of the Lender

5 RESTRICTIONS ON DEALINGS

Except where agreed in writing by the Lender the Mortgagor will not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

6 STANDARD TERMS AND CONDITIONS

This Legal Charge is granted on the Standard Terms and Conditions and the Mortgagor agrees to and is bound by the Standard Terms and Conditions.

7 ACKNOWLEDGEMENT

The Mortgagor acknowledges that the Mortgagor has received and read the Standard Terms and Conditions.

8 NECESSARY ACTION

8.1 If the Mortgagor fails to observe or perform any of the Standard Terms and Conditions relating to the Property or the Charged Assets it shall be lawful but not obligatory for the Lender to remedy such failure at the Mortgagor's cost to enter upon the Property to effect any repairs or other works as the Lender considers necessary or do such other things as the Lender considers necessary to maintain the Property and the Charged Assets and their respective values

8.2 The Mortgagor shall take all such action as is available to it (including making all filings and registrations and applying for relief against forfeiture) as may be necessary or as may reasonably be requested by the Lender for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Lender by or pursuant to this Legal Charge.

9 IMPLIED COVENANTS FOR TITLE

9.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3.

9.2 It shall be implied in respect of Clause 3 that the Mortgagor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or

not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

10 FURTHER ASSURANCE

10.1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in clause 10.2 below.

10.2 The Mortgagor shall promptly, at its own cost, enter into, execute and complete a Legal Charge over any property in England and Wales not already the subject of a registrable Legal Charge and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s):

10.2.1 to perfect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Mortgagor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Lender provided by or pursuant to this Legal Charge or by law;

10.2.2 to confer on the Lender security over any asset or undertaking of the Mortgagor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Legal Charge; and/or

10.2.3 while an Event of Default is continuing, to facilitate the realisation of the Charged Assets.

11 REPRESENTATIONS AND WARRANTY

11.1 The Mortgagor makes the representations and warranties set out in this Clause 11 to the Lender on the date of this Legal Charge and the representations and warranties contained in this Clause 11 are deemed to be repeated on each day of the Security Period without reference to the facts and circumstances existing at the time of repetition

- 11.2 The Mortgagor is the legal and beneficial owner of the Property and the Charged Assets has good and marketable title to the Property
- 11.3 The Mortgagor has not received or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it
- 11.4 There are no covenants agreements reservations conditions interest rights or other matters whatever which materially and adversely affect the Property
- 11.5 There is no breach of any law or regulation which materially and adversely affects the Property
- 11.6 No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use
- 11.7 Nothing has arisen has been created or is subsisting which would be an overriding interest in the Property
- 11.8 There is no prohibition on the Mortgagor assigning its rights in any of the Charged Assets and the entry into this Legal Charge by the Mortgagor does not and will not constitute a breach of any policy agreement document instrument or obligation binding on the Mortgagor or its assets
- 11.9 The Mortgagor has at all times complied in all respects with all applicable Environmental Law and Environmental Licences
- 11.10 No interest expressed to be created under this deed is liable to be avoided or otherwise set aside on the liquidation or administration of the Mortgagor or otherwise
- 11.11 This deed constitutes and will constitute the legal valid binding and enforceable obligations of the Mortgagor and is and will continue to be effective security over all and every part of the Charged Assets in accordance with its terms

12 ENFORCEMENT OF SECURITY

Any time after the occurrence of:

- 12.1 an Event of Default (as long as it is continuing); or
- 12.2 if the Mortgagor requests the Lender to exercise any of its powers under this Legal Charge,

the Security created by or pursuant to this Legal Charge is immediately enforceable and the Lender may, without notice to the Mortgagor or prior authorisation from any court, in its absolute discretion:

- 12.2.1 enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Property and/or the Charged Assets; and
- 12.2.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Legal Charge) on mortgagees and by this Legal Charge on any Receiver or otherwise conferred by law on mortgagees or Receivers

13 EFFECT OF MORATORIUM

The Lender shall not be entitled to exercise its rights under Clause 12 where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

14 EXTENSION OF POWERS AND RIGHTS OF APPROPRIATION

- 14.1 The power of sale or other disposal conferred on the Lender and on any Receiver by this Legal Charge shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Legal Charge.
- 14.2 The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Legal Charge or to the exercise by the Lender of its

right to consolidate all or any of the security created by or pursuant to the Legal Charge with any other security in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to the Mortgagor on or at any time after this Legal Charge has become enforceable

14.3

14.3.1 The statutory powers of leasing may be exercised by the Lender at any time on or after this Legal Charge has become enforceable and the Lender and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

14.3.2 For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any encumbrancer deriving title under the Mortgagor and neither sub-section (18) of Section 99 nor sub-section (12) of Section 100 of the Law of Property Act 1925 will apply.

14.3.3 The Mortgagor shall not have, at any time during the Security Period, the power pursuant to Section 99 of the Law of Property Act 1925, to make any lease in respect of the Property without the prior written consent of the Lender or as permitted pursuant to the terms of the Facility Letter.

14.4 To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Charged Asset, the Lender shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Charged Asset shall be:

14.4.1 in the case of cash on account, the amount standing to the credit of that account, together with any accrued interest, at the time of appropriation; and

14.4.2 in the case of any investments, shares or securities, their market value determined by the Lender by reference to a public index, independent valuation or by such other process as the Lender may select.

14.5 To the extent permitted by law, any right, power or discretion conferred by this Legal Charge on a Receiver may, after the security constituted by this Legal

Charge has become enforceable, be exercised by the Lender in relation to any of the Charged Assets whether or not it has taken possession of any of the Charged Assets without first appointing Receiver or notwithstanding the appointment of a Receiver

14.6 If the Lender has more than one account for the Mortgagor in its books, the Lender may at any time after the security constituted by this Legal Charge has become enforceable or the Lender has received or is deemed to have received notice of any subsequent charge security or other interest affecting all or any part of the Charged Assets, transfer without prior notice all or any part of the balance standing to the credit of any account to any other account which may be in debit (but the Lender shall notify the Mortgagor of the transfer once made)

14.7 The Lender may at its discretion grant time or other indulgence or make any other arrangement variation or release of any person not being a party to this Legal Charge (whether or not such person is jointly liable with the Mortgagor) in respect of any of the Secured Obligations or of any other security for them without prejudice either to this Legal Charge or to the liability of the Mortgagor for the Secured Obligations

14.8 Neither the Lender or any Receiver shall be liable to account as mortgagee in possession in respect of all or any part of the Charged Assets nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Assets for which a mortgagee in possession might be liable as such

15 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

15.1 At any time, after this Legal Charge becomes enforceable the Lender may by deed or otherwise (acting through an authorised officer of the Lender), without prior notice:

15.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Property and/or the Charged Assets; or

15.1.2 appoint two or more Receivers of separate parts of the Property and/or the Charged Assets; or

15.1.3 remove (so far as it is lawfully able) any Receiver so appointed; or

- 15.1.4 appoint another person(s) as an additional or replacement Receiver(s); or
- 15.1.5 appoint one or more persons to be an administrator of the Mortgagor.
- 15.2 Each person appointed to be a Receiver pursuant to Clause 15.1 shall be:
- 15.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;
- 15.2.2 for all purposes deemed to be the agent of the Mortgagor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Lender; and
- 15.2.3 entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).
- 15.3 The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the Law of Property Act 1925 (as extended by this Legal Charge) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Assets.

16 POWERS OF RECEIVERS

- 16.1 Any Receiver appointed by the Lender under this Legal Charge shall in addition to the powers conferred on him by statute have the powers set out in this Clause 16 and if there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Legal Charge individually and to the exclusion of any other Receiver.
- 16.2 Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Mortgagor) have and be entitled to exercise, in relation to the Charged Assets, and as varied and extended by the provisions of the Legal Charge (in the name of or on behalf of the Mortgagor or in his own name and, in each case, at the cost of the Mortgagor):

- 16.2.1 all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- 16.2.2 all 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);
- 16.2.3 all the powers and rights of an absolute owner and power to do or omit to do anything which the Mortgagor itself could do or omit to do;
- 16.2.4 to commence and/or complete any building operations, works of repair, alteration, building or development on the Property and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit
- 16.2.5 for the purpose of exercising any of the rights powers authorities and discretions conferred on him by or pursuant to this Legal Charge or for any purpose to borrow monies from the Lender or others on the security of the Property and/or the Charged Assets or otherwise in such terms as he may in his absolute discretion think fit
- 16.2.6 to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit
- 16.2.7 in the case of a leasehold property to vary the terms of or surrender the lease and/or to take a new lease of it or any part of it on such terms as he shall think fit
- 16.2.8 to sell transfer assign let or lease grant options and licences (or concur in the same) over all or any part of the Charged Assets including the Property and the grant of any rights over the Property and the surrender of any leases of all or any part of the Property on such terms and conditions and for such consideration as he may in his absolute discretion think fit (including without limitation by public auction or private sale)
- 16.2.9 to vary the terms of terminate grant renewals of or accept surrenders of leases or tenancies of the Property on such terms and conditions as in his absolute discretion he shall think fit
- 16.2.10 to make and affect all repairs and improvements to the Property
- 16.2.11 to affect such insurances of or in connection with the Property and/or any of the Charged Assets as he shall in his absolute discretion think fit

- 16.2.12 to make, exercise or revoke any VAT option to tax as he thinks fit
- 16.2.13 to charge and receive any sum by way of remuneration (in addition to any costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him
- 16.2.14 to carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Mortgagor carried out at the Property
- 16.2.15 to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Assets
- 16.2.16 to make any arrangements, settlement or compromise between the Mortgagor and any other person which he may think expedient
- 16.2.17 to make, bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Assets as he thinks fit
- 16.2.18 to delegate any powers that he may have in accordance with this Legal Charge
- 16.2.19 the power to do all things (including bringing or defending proceedings in the name or on behalf of the Mortgagor) which seem to the Receiver to be incidental or conducive to:
 - 16.2.19.1 any of the functions, powers, authorities or discretions conferred on or vested in him;
 - 16.2.19.2 the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Legal Charge or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - 16.2.19.3 bringing to his hands any assets of the Mortgagor forming part of, or which when got in would be, the Property and/or the Charged Assets.
- 16.2.20 the power to delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Legal Charge including the power of attorney granted under Clause 19 on such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver may think fit provided that neither the Landlord nor any

Receiver shall be in any way liable or responsible to the Mortgagor for any loss or liability arising out of any act, default, omission or misconduct on the part of any such delegate.

17 APPLICATION OF MONEYS

17.1 All moneys received or recovered by the Lender or any Receiver pursuant to this Legal Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of any interest arrears, capital arrears the Costs and fees incurred and payments made by the Receiver, the Lender, any delegate permitted under Clause 16, attorney or agent appointed under the powers granted under this Legal Charge the payment of the Receiver's remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers additional interest charge, Default Interest, and thereafter shall be applied by the Lender (notwithstanding any purported appropriation by the Mortgagor) in accordance with the Facility Letter or such other order as the Lender may determine from time to time.

17.2 Neither the Lender, any Receiver or any delegate appointed under this Legal Charge shall be bound (whether by virtue of Section 109(8) of the Law of Property Act 1925 which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Obligations.

18 PROTECTION OF PURCHASERS

18.1 The receipt of the Lender or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Property and/or the Charged Assets or making any acquisition, the Lender or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

18.2 No purchaser or other person dealing with the Lender or any Receiver shall be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender or such Receiver in such dealings.

19 POWER OF ATTORNEY

19.1 The Mortgagor by way of security irrevocably appoints the Lender, any Receiver and any delegate appointed under this Legal Charge severally to be its attorney and in its name, on its behalf and as its act and deed to:

19.1.1 execute, deliver and perfect a Legal Charge over any real property not already the subject of this Legal Charge; and

19.1.2 execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

19.1.2.1 carrying out any obligation imposed on the Mortgagor by this Legal Charge or any other agreement binding on the Mortgagor to which the Lender is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Property and/or the Charged Assets and perfecting the security created or intended to be created in respect of the Property and/or the Charged Assets); and

19.1.2.2 enabling the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to the Legal Charge or by law (including, after this Legal Charge has become enforceable), the exercise of any right of a legal or beneficial owner of the Property and/or the Charged Assets).

19.2 The Mortgagor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

20 COSTS AND INDEMNITY

20.1 The Mortgagor shall pay to or reimburse the Lender and any Receiver on demand on a full indemnity basis all Costs incurred by the Lender, any Receiver or delegate appointed under this Legal Charge in connection with:-

20.1.1 this Legal Charge or the Charged Assets;

20.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or any delegate's rights under this Legal Charge; or

20.1.3 taking proceedings for or recovering any of the Secured Obligations together with interest on those Costs which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant Costs arose until full discharge of that Cost (whether before or after judgment, liquidation, winding up, administration or bankruptcy as the case may be of the Mortgagor) at the rate and in manner specified in the Facility Letter

20.2 The Mortgagor shall indemnify the Lender, each Receiver and any delegate appointed under this Legal Charge and their respective employees and agents on a full Indemnity basis in respect of all Costs incurred or suffered by any of them in or as a result of:-

20.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of any of the Charged Assets;

20.2.2 taking, holding, protecting or perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Legal Charge; or

20.2.3 any default or delay by the Mortgagor in performing any of its obligations under this Legal Charge

21 EFFECTIVENESS OF SECURITY

21.1 The Security created by or pursuant to this Legal Charge shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Lender

21.2 No part of the Security from time to time intended to be constituted by this Legal Charge will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

21.3 Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge

21.4 The Security created by or pursuant to this Legal Charge shall be cumulative, in addition to and independent of every other Security which the Lender or any Finance Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Lender (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Legal Charge.

21.5 The Security created by or pursuant to this Legal Charge shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Mortgagor or any other person, or the Lender (whether in its capacity as trustee or otherwise) or any of the other Finance Parties or by any variation of the terms of the trust upon which the Lender holds the security or by any other thing which might otherwise prejudice that Security.

21.6 No failure on the part of the Lender to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Lender provided by or pursuant to this Legal Charge, shall operate as a waiver of those rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

21.7 None of the Lender, its nominee(s) nor any Receiver shall be liable

21.7.1 to account as a mortgagee or mortgagee in possession; or

21.7.2 for any loss arising by reason of taking any action permitted by this Legal Charge or any neglect or default in connection with the Property and/or the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

21.8 If, at any time, any provision of this Legal Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Legal Charge nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Legal Charge is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

21.9 The Mortgagor waives any right it may have of first requiring a Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the

Mortgagor under this Legal Charge. This waiver applies irrespective of any law or any provision of this Legal Charge to the contrary.

- 21.10 Where any Security constituted under this Legal Charge initially takes effect as a collateral or further Security to another Security intended to be constituted under this Legal Charge or which otherwise secures all or any part of the Secured Obligations to which the Mortgagor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second mentioned Security, the first mentioned Security will operate as an independent Security.

22 PRIOR SECURITY INTERESTS

- 22.1 In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Lender or any Receiver of any power of sale under this Legal Charge, the Lender may redeem such prior Security or procure the transfer thereof to itself.
- 22.2 The Lender may settle and agree the accounts of the prior Security and any accounts so settled and passed will be conclusive and binding on the Mortgagor.
- 22.3 All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Mortgagor to the Lender on demand together with accrued interest thereon as well as after as before judgement at the rate from time to time applicable to unpaid sums specified in the Facility Letter from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement).

23 SUBSEQUENT SECURITY INTERESTS

If the Lender or any of the other Finance Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting the whole or any part of the Property and/or the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Mortgagor to the Lender will (in the absence of any express contrary appropriation by the Mortgagor) be treated as having been credited to a new account of the Mortgagor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

24 SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Lender under this Legal Charge (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to any interest bearing suspense or impersonal account(s) maintained with a financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Lender's discretion, in or towards the discharge of any of the Secured Obligations.

25 FURTHER ASSURANCE

The Mortgagor shall at its own expense take whatever action the Lender or any Receiver may reasonably require for creating, perfecting or protecting the security intended to be created by this Legal Charge or facilitating the realisation of any of the Charged Assets or facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Assets including without limitation if the Lender thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of or intended to form part of the Charged Assets and the giving of any notice, order or direction and the making of any registration.

26 ASSIGNMENT AND TRANSFER

26.1 At any time without the consent of the Mortgagor the Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this Deed to any person and may disclose to any actual or proposed assignee or transferee such information about the Mortgagor, the Charged Assets and this Deed as the Lender considers appropriate.

26.2 The Mortgagor may not assign any of its rights or transfer any of its obligations under this Legal Charge or enter into any transaction that would result in any of those rights or obligations passing to another person.

27 NOTICE

Each notice or other communication required to be given under or in connection with this Legal Charge shall be provided as in accordance with Clause 9 of the Standard Terms and Conditions.

28. GOVERNING LAW.

28.1 This Legal Charge is governed by English Law.

28.2 The parties to this Deed irrevocably agree, the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

THIS document is executed as a deed and is delivered on the date stated at the beginning of this deed

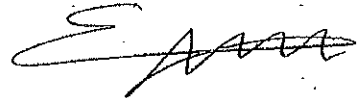
SCHEDULE

ALL THAT freehold interest in the land and property known as 33/34 Oxford Street, Southampton
SO14 3DS and registered at the Land Registry with Title Absolute under Title Number HP150006

EXECUTION PAGE

Executed as a Deed by THE MORTGAGOR)
acting by a Director and its secretary or two)
Directors or a Director in the presence of a witness:)

Director



Director/Secretary

Signature, name (in BLOCK CAPITALS)
and address of witness

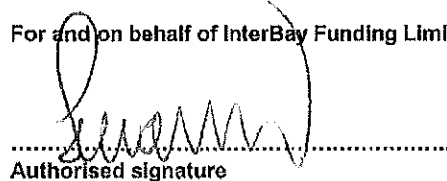


Paul Brown

Peter Brown & Co
Solicitors LLP

Comer House, 19 Station Road
New Barnet EN5 1QJ
DX 47706 New Barnet

For and on behalf of InterBay Funding Limited


Authorised signature