

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR01



A14 02/03/2019 #266
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration** within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 4 3 3 6 1 4 1

Company name in full BEMKAT HOLDINGS LIMITED

For official use 8

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 9 m 0 m 2 y 2 y 0 y 1 y 9

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name MUSTAFA OSMAN TARY

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

All of that freehold property known as Upper Hockenden Farm, Maidstone Road, Swanley, BR8 7QH (including Agricultural Farmland, Riddings, Russet House and 6 Kiddens) 5 Bransell Close, Crockenhill, Swanley, BR8 8LS and 3 Blue House Cottages, Charlton Lane, Maidstone, ME17 3DL (for more details please refer to the instrument)

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

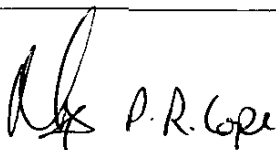
Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Paul Cope
Company name	Property Transfer Co:ordination
Address	Corner House
	12 Fairfield West
Post town	Kingston upon Thames
County/Region	Surrey
Postcode	K T 1 2 N R
Country	England
DX	31538 Kingston
Telephone	0208 546 7747



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4336141

Charge code: 0433 6141 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2019 and created by BEMKAT HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2019.

DX

Given at Companies House, Cardiff on 7th March 2019



Companies House



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

Law Society Formula B
Critic 16:26
Cope

Dated

19 February

2019

BEMKAT HOLDINGS LIMITED


- and -

MUSTAFA OSMAN TARY

DEED OF LEGAL CHARGE

We hereby certify this to be a true copy of
the original document.

PROPERTY TRANSFER CO:ORDINATION
Property Lawyers & Commissioners for Oaths

01/03/2019 
Corner House, 12 Fairfield West
Kingston Upon Thames
Surrey, KT1 2NR

CONTENTS

1.	Definitions and interpretation	2
2.	Covenant to pay	6
3.	Grant of security	7
4.	Perfection of security	8
5.	Liability of the Mortgagor and Lender's protections	9
6.	Representations and warranties	10
7.	General covenants	12
8.	Property covenants	14
9.	Rental Income covenant	19
10.	Powers of the Lender	19
11.	When security becomes enforceable	20
12.	Enforcement of security	20
13.	Receivers	21
14.	Powers of Receiver	22
15.	Delegation	25
16.	Application of proceeds	25
17.	Costs and indemnity	26
18.	Further assurance	27
19.	Power of attorney	27
20.	Release	27
21.	Assignment and transfer	28
22.	Amendments, waivers and consents	28
23.	Severance	28
24.	Counterparts	29
25.	Third party rights	29
26.	Further provisions	29
27.	Notices	30
28.	Governing law and jurisdiction	31
	Executed as a deed by)	34
	Executed as a deed by)	34

Schedules

Schedule 1	Property	33
------------	----------	----

THIS DEED is dated

19 February

2019

PARTIES

- (1) **BEMKAT HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 04336141 whose registered office is at Charles Lake House, Claire Causeway, Crossways Business Park, Dartford, Kent, DA2 6QA (**Mortgagor**); and
- (2) **MUSTAFA OSMAN TARY** of 1 Hockenden Farm, Maidstone Road, Swanley, Kent, BR8 7QD (**Lender**).

BACKGROUND

- (A) The Lender has agreed, under the Loan Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) The Mortgagor owns the Properties.
- (C) This deed provides security, which the Borrower has agreed to ensure is provided to the Lender for the loan facilities made or to be made available to the Borrower under the Loan Agreement.

AGREED TERMS

1. Definitions and interpretation

1.1 Definitions

The following definitions apply in this deed:

Barclays Security	the following charges over parts of the Charged Property: (i) legal charge dated 4 May 2018 in favour of Barclays Security Trustee Limited; and (ii) two legal charges dated 14 November 2003 in favour of Barclays Bank Plc.
Borrower	David Digby Tasker of 147 Hillrow, Haddenham, Cambridgeshire, CB6 3TL.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Certificate of Title	any report on or certificate of title relating to the Properties supplied to the Lender by the Mortgagor (or on its behalf).
Charged Property	all the assets, property and undertaking of the Mortgagor which are, or are intended to be, subject to the Security created by, or pursuant to, this deed (and references to the Charged Property shall include

references to any part of them).

Delegate	any person appointed by the Lender or any Receiver under <i>clause 15</i> and any person appointed as attorney of the Lender, Receiver or Delegate.
Environment	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.
Environmental Law	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.
Environmental Licence	any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.
Event of Default	has the meaning given to that expression in the Loan Agreement.
Finance Documents	has the meaning given to that expression in the Loan Agreement.
Financial Collateral	has the meaning given to that expression in the Financial Collateral Regulations.
Financial Collateral Regulations	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
Insurance Policy	each contract and policy of insurance effected or maintained by the Mortgagor from time to time relating to the Properties.
Loan Agreement	the Loan Agreement dated [DATE] between the Borrower and the Lender for the provision of the loan facilities secured by this deed.
LPA 1925	the Law of Property Act 1925.
Material Adverse Effect	has the meaning given to that expression in the Loan Agreement.
Permitted Security	has the meaning given to that expression in the Loan Agreement.
Properties	the freehold properties owned by the Mortgagor described in <i>Schedule 1</i> . Property shall be used to describe any one of them.

Receiver	a receiver or receiver and manager appointed by the Lender under <i>clause 13</i> .
Rental Income	all amounts paid or payable to or for the account of the Mortgagor in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Properties.
Rights	any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.
Secured Liabilities	all present and future obligations and liabilities of either the Borrower or the Mortgagor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Finance Documents (including, without limitation, those arising under <i>clause 26.2.1(b)</i> , together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.
Security	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
Security Financial Collateral Arrangement	has the meaning given to that expression in the Financial Collateral Regulations.
Security Period	the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.
Valuation	any valuation relating to the Properties supplied to the Lender by the Mortgagor (or on its behalf).
VAT	value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation

In this deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);

- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party and the **Borrower** shall include that party's or the Borrower's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes fax but not email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.17 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and

- 1.2.18 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Nature of security over real property

A reference in this deed to a **charge or mortgage of or over the Properties** includes:

- 1.3.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Properties at any time;
- 1.3.2 the proceeds of the sale of any part of the Properties and any other monies paid or payable in respect of or in connection with the Properties;
- 1.3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of the Properties, and any monies paid or payable in respect of those covenants; and
- 1.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Properties.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated into this deed.

1.5 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.6 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. Covenant to pay

2.1 Covenant to pay

The Mortgagor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

2.2 Limited recourse

Notwithstanding any other provision of the Finance Documents, it is expressly agreed that:

- 2.2.1 the sole recourse of the Lender to the Mortgagor under this deed is to the Mortgagor's interest in the Charged Property; and

2.2.2 the liability of the Mortgagor to the Lender pursuant to or otherwise in connection with the Finance Documents shall be:

- (a) limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Charged Property; and
- (b) satisfied only from the proceeds of sale or other disposal or realisation of the Charged Property pursuant to this deed.

3. Grant of security

3.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges to the Lender:

- 3.1.1 by way of a first legal mortgage, the Properties not already charged under the Barclays Security;
- 3.1.2 by way of a second legal mortgage, the Properties already charged under the Barclays Security;
- 3.1.3 by way of a first fixed charge if not already charged under the Barclays Security:
 - (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, the Rental Income and the benefit of any guarantee or security in respect of the Rental Income to the extent not effectively assigned under *clause 3.2*;
 - (b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Mortgagor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and
 - (c) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Mortgagor's business carried on at the Properties, and all rights in connection with them; and
- 3.1.4 by way of a second fixed charged if already charged under the Barclays Security:
 - (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, the Rental Income and the benefit of any

guarantee or security in respect of the Rental Income to the extent not effectively assigned under *clause 3.2*;

- (b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Mortgagor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and
- (c) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Mortgagor's business carried on at the Properties, and all rights in connection with them.

3.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities but only to the extent not already assigned under the Barclays Security, the Mortgagor with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 3.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
- 3.2.2 the Rental Income and the benefit of any guarantee or security in respect of the Rental Income;

provided that nothing in this *clause 3.2* shall constitute the Lender as mortgagee in possession.

4. Perfection of security

4.1 Registration of legal mortgage at the Land Registry

The Mortgagor consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Properties:

"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 [DATE] in favour of Mustafa Osman Tary referred to in the charges register or his conveyancer."

4.2 Notices

If any notice (whether agreed or unilateral) is registered against the Mortgagor's title to the Properties, the Mortgagor shall immediately provide the Lender with full

particulars of the circumstances relating to such notice. If such notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Mortgagor shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the notice is withdrawn or cancelled.

5. Liability of the Mortgagor and Lender's protections

5.1 Liability not discharged

The Mortgagor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 5.1.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- 5.1.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy that the Lender may now or after the date of this deed have from or against the Borrower, the Mortgagor or any other person in connection with the Secured Liabilities;
- 5.1.3 any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower, the Mortgagor or any other person;
- 5.1.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;
- 5.1.5 any grant of time, indulgence, waiver or concession to the Borrower, the Mortgagor or any other person;
- 5.1.6 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower, the Mortgagor or any other person;
- 5.1.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower, the Mortgagor or any other person in connection with the Secured Liabilities;
- 5.1.8 any claim or enforcement of payment from the Borrower, the Mortgagor or any other person; or
- 5.1.9 any other act or omission that would not have discharged or affected the liability of the Mortgagor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Mortgagor or otherwise reduce or extinguish its liability under this deed.

5.2 Immediate recourse

The Mortgagor waives any right it may have to require the Lender:

- 5.2.1 to take any action or obtain judgment in any court against the Borrower or any other person;

5.2.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or

5.2.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person,

before taking steps to enforce any of its rights or remedies under this deed.

5.3 Non-competition

The Mortgagor warrants to the Lender that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Mortgagor under this deed but:

5.3.1 if any of the Rights is taken, exercised or received by the Mortgagor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Mortgagor on trust for the Lender for application in or towards the discharge of the Secured Liabilities under this deed; and

5.3.2 on demand by the Lender, the Mortgagor shall promptly transfer, assign or pay to the Lender all Rights and all monies from time to time held on trust by the Mortgagor under this *clause* 5.3.

6. Representations and warranties

6.1 Times for making representations and warranties

The Mortgagor makes the representations and warranties set out in this *clause* 6 to the Lender on the date of this deed.

6.2 Due incorporation

The Mortgagor:

6.2.1 is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation; and

6.2.2 has the power to own its assets and carry on its business as it is being conducted.

6.3 Powers

6.3.1 The Mortgagor has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of this deed and the transactions contemplated by it.

6.3.2 No limit on its powers will be exceeded as a result of the grant of Security contemplated by this deed.

6.4 Non-contravention

The entry into and performance by the Mortgagor of, and the transactions contemplated by, this deed do not and will not contravene or conflict with:

6.4.1 its constitutional documents;

6.4.2 any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or

6.4.3 any law or regulation or judicial or official order applicable to it.

6.5 Authorisations

The Mortgagor has obtained all required authorisations to enable it to enter into, exercise its rights and comply with its obligations in this deed and to make it admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.

6.6 No litigation

No litigation, arbitration, administrative proceedings or investigations are taking place, pending or, to the Mortgagor's knowledge, threatened against it, any of its directors or any of the Charged Property which, if adversely determined, will have or might reasonably be expected to have a Material Adverse Effect.

6.7 Ownership of Charged Property

The Mortgagor is the sole legal and beneficial owner of the Charged Property and has good, valid and marketable title to the Properties.

6.8 No Security

The Charged Assets are free from any Security other than the Barclays Security and the Security created by this deed.

6.9 No adverse claims

The Mortgagor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in them.

6.10 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property.

6.11 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

6.12 No interference in enjoyment

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

6.13 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Properties.

6.14 No prohibitions or breaches

There is no prohibition on the Mortgagor assigning its rights in any of the Charged Property referred to in *clause 3.2* and the entry into of this deed 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.

6.15 Environmental compliance

The Mortgagor has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.

6.16 Information for Valuations and Certificates of Title

6.16.1 All written information supplied by the Mortgagor or on its behalf for the purpose of each Valuation and Certificate of Title was true and accurate in all material respects at its date or at the date (if any) on which it was stated to be given.

6.16.2 The information referred to in *clause 6.16.1* was, at its date or at the date (if any) on which it was stated to be given, complete and the Mortgagor did not omit to supply any information that, if disclosed, would adversely affect the Valuation or Certificate of Title.

6.16.3 In the case of the first Valuation and Certificate of Title only, nothing has occurred since the date the information referred to in *clause 6.16.1* was supplied and the date of this deed that would adversely affect such Valuation or Certificate of Title.

6.17 Avoidance of security

No Security 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.

7. General covenants

7.1 Negative pledge and disposal restrictions

The Mortgagor shall not at any time, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed):

7.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this deed or any Permitted Security;

7.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property; or

7.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

7.2 Preservation of Charged Property

The Mortgagor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed.

7.3 Compliance with laws and regulations

7.3.1 The Mortgagor shall not, without the Lender's prior written consent, use or permit the Charged Property to be used in any way materially contrary to law.

7.3.2 The Mortgagor shall:

- (a) comply with the requirements of any material law or regulation relating to or affecting the Charged Property or the use of them or any part of them;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or their use or that are necessary to preserve, maintain or renew any Charged Property; and
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Property.

7.4 Enforcement of rights

The Mortgagor shall use reasonable endeavours to:

7.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Mortgagor and forming part of the Charged Property of the material covenants and other obligations imposed on such counterparty; and

7.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Lender may require from time to time.

7.5 Notice of misrepresentation and breach

The Mortgagor shall, promptly on becoming aware of any of the same, notify the Lender in writing of:

7.5.1 any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

7.5.2 any breach of any covenant set out in this deed.

7.6 Title documents

The Lender shall, for the duration of this deed, be entitled to hold all deeds and documents of title relating to the Charged Property that are in the possession or control of the Mortgagor (and if these are not within the possession or control of the

Mortgagor, the Mortgagor undertakes to obtain possession of all these deeds and documents of title) to the extent not held under the Barclays Security.

7.7 Notices to be given by the Mortgagor

7.7.1 The Mortgagor shall within five days of the execution of this deed give notice to the relevant insurers of the assignment of the Mortgagor's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under *clause 3.2.1*.

7.7.2 The Mortgagor shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this *clause 7.7*.

7.8 Ranking of obligations

The Mortgagor's payment obligations under this deed will, at all times, rank in all respects in priority to all its other indebtedness, other than indebtedness under the Barclays Security and indebtedness preferred by operation of law in event of its winding-up.

7.9 Authorisations

The Mortgagor shall obtain all consents and authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this deed and to ensure the legality, validity, enforceability and admissibility in evidence of this deed in its jurisdiction of incorporation.

8. Property covenants

8.1 Repair and maintenance

The Mortgagor shall keep all premises, and fixtures and fittings on the Properties, in adequate repair and condition and shall keep all premises adequately painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use with others of a like nature and equal value.

8.2 No alterations

8.2.1 The Mortgagor shall not, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed):

- (a) pull down or remove the whole or any part of any building forming part of the Properties nor permit the same to occur; or
- (b) make or permit to be made any material alterations to the Properties.

8.2.2 The Mortgagor shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of any of the Properties are destroyed or damaged.

8.3 Development restrictions

8.3.1 Save as provided in clause 8.3.2, the Mortgagor shall not, without the prior written consent of the Lender:

- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of any of the Properties; or
 - (b) carry out, or permit or suffer to be carried out, on any of the Properties any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit, or suffer to be changed, the use of the Properties.
- 8.3.2 The Mortgagor may without the consent of the Lender make or, in so far as it is able, permit others to make any application for planning permission or development consent or carry out, or permit or suffer to be carried out any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit, or suffer to be changed, the use of either of the following properties:
- (a) Land on the south side of Hockenden Lane Swanley as registered at the Land Registry with title number K767258, and
 - (b) Fivewents Nursery Swanley as registered at the Land Registry with title number K549613.

8.4 Insurance

- 8.4.1 The Mortgagor shall insure and keep insured the Charged Property against:
- (a) loss or damage by fire or terrorist acts, including any third-party liability arising from such acts;
 - (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Mortgagor; and
 - (c) any other risk, perils and contingencies as the Lender may reasonably require.
- 8.4.2 Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Lender and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Charged Property (meaning, in the case of any premises on the Properties, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Properties for a period of at least three years, including provision for increases in rent during the period of insurance.
- 8.4.3 The Mortgagor shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by *clause 8.4.1*.

- 8.4.4 The Mortgagor shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed on each Insurance Policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with *clause 8.4.1* but without the Lender having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

8.5 Insurance premiums

The Mortgagor shall:

- 8.5.1 promptly pay all premiums in respect of each Insurance Policy required by *clause 8.4.1* and do all other things necessary to keep that policy in full force and effect; and
- 8.5.2 (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy required by *clause 8.4.1*.

8.6 No invalidation of insurance

The Mortgagor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy required by *clause 8.4.1*.

8.7 Proceeds from Insurance Policies

Save to the extent that the Barclays Security requires otherwise, monies payable under any Insurance Policy required by *clause 8.4.1* shall (whether or not the security constituted by this deed has become enforceable):

- 8.7.1 be paid immediately to the Lender;
- 8.7.2 if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Mortgagor as trustee of the same for the benefit of the Lender; and
- 8.7.3 be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or after the security constituted by this deed has become enforceable and, if the Lender so directs and if the Insurance Policy or leases of the Charged Property do not require the Mortgagor to reinstate the Charged Property from the insurance proceeds, in or towards discharge or reduction of the Secured Liabilities.

8.8 Leases and licences affecting the Properties

- 8.8.1 Save as provided in *clause 8.8.2*, the Mortgagor shall not, without the prior written consent of the Lender (which consent, save in the case of *clause 8.8(c)* and *clause 8.8(d)*, is not to be unreasonably withheld or delayed in circumstances in which the Mortgagor may not unreasonably withhold or delay its consent):

- (a) grant any licence or tenancy affecting the whole or any part of the Properties, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
- (b) in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Properties (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Properties);
- (c) let any person into occupation, or share occupation, of the whole or any part of the Properties; or
- (d) grant any consent or licence under any lease or licence affecting the Properties.

8.8.2 The Mortgagor may without the consent of the Lender grant assured shorthold tenancies affecting any part of the Properties.

8.9 No restrictive obligations

The Mortgagor shall not, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligations affecting the whole or any part of the Properties or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Properties.

8.10 Proprietary rights

The Mortgagor shall not knowingly allow any person to become entitled to assert any proprietary or other like right or interest over the whole or any part of the Properties, without the prior written consent of the Lender.

8.11 Compliance with and enforcement of covenants

The Mortgagor shall:

- 8.11.1 observe and perform all covenants, stipulations and conditions to which the Properties, or the use of them, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- 8.11.2 diligently enforce all covenants, stipulations and conditions benefiting the Properties and shall not (and shall not agree to) waive, release or vary any of the same.

8.12 Notices or claims relating to the Properties

- 8.12.1 The Mortgagor shall:

- (a) give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Properties, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and
- (b) (if the Lender so requires) immediately, and at the cost of the Mortgagor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, any objections or representations in respect of that Notice that the Lender thinks fit.

8.12.2 The Mortgagor shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Properties.

8.13 Payment of outgoings

The Mortgagor shall pay (or use reasonable endeavours to procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Properties or on its occupier.

8.14 Rent reviews

The Mortgagor shall, if the Properties are subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Lender, agree to any change in rent to less than the open market rental value of the relevant part of the Properties.

8.15 Environment

The Mortgagor shall in respect of the Properties:

8.15.1 comply in all material respects with all the requirements of Environmental Law; and

8.15.2 obtain and comply in all material respects with all Environmental Licences.

8.16 Conduct of business on Properties

The Mortgagor shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

8.17 Inspection

The Mortgagor shall permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect the Properties on reasonable prior notice.

8.18 VAT option to tax

The Mortgagor shall not, without the prior written consent of the Lender:

8.18.1 exercise any VAT option to tax in relation to the Properties; or

8.18.2 revoke any VAT option to tax exercised, and disclosed to the Lender in writing, before the date of this deed.

9. Rental Income covenant

The Mortgagor shall, promptly following the occurrence of an Event of Default, give notice to the relevant tenant, guarantor or surety of the assignment under clause 3.2.2 of the Mortgagor's rights and interests to the Rental Income and each guarantee or security in respect of the Rental Income.

10. Powers of the Lender

10.1 Power to remedy

10.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Mortgagor of any of its obligations contained in this deed.

10.1.2 The Mortgagor irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.

10.1.3 Any monies expended by the Lender in remedying a breach by the Mortgagor of its obligations contained in this deed shall be reimbursed by the Mortgagor to the Lender on a full indemnity basis and shall carry interest in accordance with *clause 17.1*.

10.1.4 In remedying any breach in accordance with this *clause 10.1*, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Properties and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

10.2 Exercise of rights

The rights of the Lender under *clause 10.1* are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

10.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10.4 Indulgence

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

11. When security becomes enforceable

11.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

11.2 Discretion

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, 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 Charged Property.

12. Enforcement of security

12.1 Enforcement powers

12.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

12.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under *clause 11.1*.

12.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

12.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Mortgagor, to:

12.2.1 grant a lease or agreement for lease;

12.2.2 accept surrenders of leases; or

12.2.3 grant any option in respect of the whole or any part of the Properties with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Mortgagor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender), as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

12.3 Redemption of prior Security

12.3.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may:

(a) redeem any prior Security over any Charged Property;

- (b) procure the transfer of that Security to itself; and
- (c) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Mortgagor).

12.3.2 The Mortgagor shall pay to the Lender immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.

12.4 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or any Delegate shall be concerned to enquire:

- 12.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 12.4.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- 12.4.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

12.5 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

12.6 No liability as mortgagee in possession

Neither the Lender nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Property or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

12.7 Relinquishing possession

If the Lender, any Receiver or Delegate enters into or takes possession of a Charged Property, it or he/she may at any time relinquish possession.

12.8 Conclusive discharge to purchasers

The receipt of the Lender, or any Receiver or Delegate, shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he/she thinks fit.

13. Receivers

13.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Mortgagor, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Property.

13.2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

13.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

13.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

13.6 Agent of the Mortgagor

Any Receiver appointed by the Lender under this deed shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Mortgagor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

14. Powers of Receiver

14.1 Powers additional to statutory powers

14.1.1 Any Receiver appointed by the Lender under this deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in *clause 14.2 to clause 14.19*.

14.1.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.

14.1.3 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

14.1.4 Any exercise by a Receiver of any of the powers given by *clause 14* may be on behalf of the Mortgagor, the directors of the Mortgagor or himself/herself.

14.2 Repair and develop the Properties

A Receiver may undertake or complete any works of repair, alteration, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

14.3 Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Properties on any terms, and subject to any conditions, that he/she thinks fit.

14.4 Employ personnel and advisers

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.

14.5 Make and revoke VAT options to tax

A Receiver may make, exercise or revoke any VAT option to tax as he/she thinks fit.

14.6 Charge for remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him/her) that the Lender may prescribe or agree with him/her.

14.7 Take possession

A Receiver may take immediate possession of, get in and realise any Charged Asset.

14.8 Manage or reconstruct the Mortgagor's business

A Receiver may 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 Properties.

14.9 Dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Property, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Property in respect of which he/she is appointed for such

consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him/her.

14.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from the Properties without the consent of the Mortgagor.

14.11 Give valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Property.

14.12 Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Mortgagor or relating in any way to any Charged Property.

14.13 Bring legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he/she thinks fit.

14.14 Insure

A Receiver may, if he/she thinks fit, but without prejudice to the indemnity in *clause 17.2*, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Mortgagor under this deed.

14.15 Borrow

A Receiver may, for whatever purpose he/she thinks fit, raise and borrow money either unsecured or on the security of all or any of the Charged Property in respect of which he/she is appointed on any terms that he/she thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this deed).

14.16 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Mortgagor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

14.17 Delegation

A Receiver may delegate his/her powers in accordance with this deed.

14.18 Absolute beneficial owner

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those

acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Property.

14.19 Incidental powers

A Receiver may do any other acts and things that he/she:

14.19.1 may consider desirable or necessary for realising any of the Charged Property;

14.19.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or

14.19.3 lawfully may or can do as agent for the Mortgagor.

15. Delegation

15.1 Delegation

The Lender or any Receiver may 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 or him/her by this deed (including the power of attorney granted under *clause 19.1*).

15.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he/she thinks fit.

15.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Mortgagor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

16. Application of proceeds

16.1 Order of application of proceeds

All monies received or recovered by the Lender, a Receiver or a Delegate under this deed or in connection with the realisation or enforcement of all or part of the security constituted by this deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Lender's right to recover any shortfall from the Mortgagor or the Borrower:

16.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;

16.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and

- 16.1.3 in payment of the surplus (if any) to the Mortgagor or other person entitled to it.

16.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 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 Liabilities.

17. Costs and indemnity

17.1 Costs

The Mortgagor shall, within five Business Days of demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

- 17.1.1 this deed or the Charged Property;
- 17.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this deed; or
- 17.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Mortgagor) at the rate and in the manner specified in the Loan Agreement.

17.2 Indemnity

- 17.2.1 The Mortgagor shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) 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 the Charged Property;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Mortgagor in performing any of its obligations under this deed.

17.2.2 Any past or present employee or agent may enforce the terms of this *clause 17.2* subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

18. Further assurance

The Mortgagor shall promptly, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

18.1 creating, perfecting or protecting the security intended to be created by this deed;

18.2 facilitating the realisation of any Charged Property; or

18.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Charged Property,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Lender may consider necessary or desirable.

19. Power of attorney

19.1 Appointment of attorneys

By way of security, the Mortgagor irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Mortgagor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

19.1.1 the Mortgagor is required to execute and do under this deed; or

19.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

19.2 Ratification of acts of attorneys

The Mortgagor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in *clause 19.1*.

20. Release

Subject to *clause 26.2*, at the end of the Security Period, the Lender shall, at the request and cost of the Mortgagor, take whatever action is necessary to:

20.1 release the Charged Property from the security constituted by this deed; and

20.2 reassign the Charged Property to the Mortgagor.

21. Assignment and transfer

21.1 Assignment by Lender

21.1.1 At any time, without the consent of the Mortgagor, the Lender may assign or transfer any or all of its rights and obligations under this deed.

21.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Mortgagor, the Charged Property and this deed that the Lender considers appropriate subject to the recipient first entering into a confidentiality agreement.

21.2 Assignment by Mortgagor

The Mortgagor may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

22. Amendments, waivers and consents

22.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

22.2 Waivers and consents

22.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

22.2.2 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

22.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

23. Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification

to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

24. Counterparts

- 24.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 24.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 24.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

25. Third party rights

- 25.1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 25.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

26. Further provisions

26.1 Independent security

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this deed.

26.2 Continuing security

- 26.2.1 Save as provided in clause 26.2.2 or clause 26.2.3 any release, discharge or settlement between the Mortgagor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:
- (a) the Lender or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Property, for 24 months to provide the Lender with security against any such avoidance, reduction or order for refund; and

- (b) the Lender may recover the value or amount of such security or payment from the Mortgagor subsequently as if the release, discharge or settlement had not occurred.

26.2.2 Any release, discharge or settlement between the Mortgagor and the Lender shall be deemed irrevocable if the Borrower has refinanced the Secured Liabilities and is solvent at the time of such release, discharge or settlement.

26.2.3 Any release, discharge or settlement between the Mortgagor and the Lender shall be deemed irrevocable if there is reasonable evidence of the Borrower's solvency at the time of such release, discharge or settlement.

26.3 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Mortgagor under this deed and the Finance Documents shall be, in the absence of any manifest error, conclusive evidence of the amount due.

26.4 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

27. Notices

27.1 Delivery

Any notice or other communication given to a party under or in connection with this deed shall be:

27.1.1 in writing;

27.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and

27.1.3 sent to:

(a) the Mortgagor at:

Charles Lake House, Claire Causeway, Crossways Business Park,
Dartford, Kent, DA2 6QA

Attention: David Tasker

(b) the Lender at:

C/O Property Transfer Co-Ordination Corner House 12 Fairfield
West Kingston Upon Thames Surrey KT1 2NR

Fax: 0208 546 2770

Attention: Ref: PC.LL.5785TAR

or to any other address or fax number as is notified in writing by one party to the other from time to time.

27.2 Receipt by Mortgagor

Any notice or other communication that the Lender gives to the Mortgagor shall be deemed to have been received:

27.2.1 if delivered by hand, at the time it is left at the relevant address; and

27.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in *clause 27.2.1* on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

27.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

27.4 Service of proceedings

This *clause 27* does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27.5 No notice by email

A notice or other communication given under or in connection with this deed is not valid if sent by email.

28. Governing law and jurisdiction

28.1 Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

28.3 Other service

The Mortgagor irrevocably consents to any process in any legal action or proceedings under *clause 28.2* being served on it in accordance with the provisions

of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

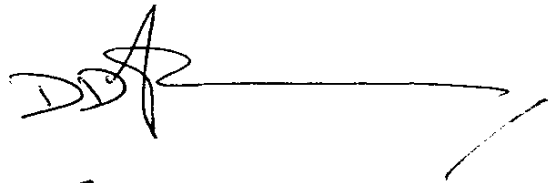
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 PROPERTY

1. All of that freehold property known as Upper Hockenden Farm, Maidstone Road, Swanley, BR8 7QH (including Agricultural Farmland, Riddings, Russet House and 6 Kiddens) as registered at the Land Registry with title numbers SGL650478, SGL647257, SGL467886, SGL503390, K767258, SGL7432, K859336 and K549613.
2. All of that freehold property known as 5 Bransell Close, Crockenhill, Swanley, BR8 8LS as registered at the Land Registry with the title number K336824.
3. All of that freehold property known as 3 Blue House Cottages, Charlton Lane, East Sutton, Maidstone, ME17 3DL as registered at the Land Registry with the title number K699851.

Executed as a deed by
BEMKAT HOLDINGS LIMITED
acting by a director in the
presence of:


)
)
)
)
)



Signature of witness:

Name of witness (in BLOCK CAPITALS):

Address of witness:


JAMES. R. THOMPSON
6 TOWER ROAD
SUTTON
ELY
CAMBS
CB6 2QA

Executed as a deed by
MUSTAFA OSMAN TARY
in the presence of:

)
)
)

Signature of witness:

Name of witness (in BLOCK CAPITALS):

Address of witness:

Executed as a deed by)
BEMKAT HOLDINGS LIMITED)
acting by a director in the)
presence of:)

Signature of witness:

Name of witness (in BLOCK CAPITALS):

Address of witness:

Executed as a deed by)
MUSTAFA OSMAN TARY)
in the presence of:)



Signature of witness:



Name of witness (in BLOCK CAPITALS): **P.R. COOPER**

Address of witness: **CORNER HOUSE
12 FAIRFIELD WEST
KINGSTON UPON THAMES
SURREY**