



Registration of a Charge

Company name: **A.S.M. PROPERTY DEVELOPMENTS (UK) LTD**
Company number: **04437948**

Received for Electronic Filing: **01/03/2021**



Details of Charge

Date of creation: **26/02/2021**
Charge code: **0443 7948 0001**
Persons entitled: **BANK OF LONDON AND THE MIDDLE EAST PLC**
Brief description:
Contains fixed charge(s).
Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FOOT ANSTEY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4437948

Charge code: 0443 7948 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2021 and created by A.S.M. PROPERTY DEVELOPMENTS (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2021 .

Given at Companies House, Cardiff on 2nd March 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

Charge Over Shares in Dandi One Limited

Dated 26 February 2021

Dandi Holdings Limited (1)
A.S.M. Property Developments (UK) Ltd (2)
Bank of London and The Middle East plc (3)

CONTENTS

1	Definitions and interpretation	1
2	Covenant to pay	2
3	Grant of security	3
4	Liability of the Chargor	3
5	Representations and warranties	3
6	Covenants	4
7	Voting rights and dividends	7
8	Powers of the Bank	8
9	When security becomes enforceable	10
10	Enforcement of security	10
11	Delegation	14
12	Application of proceeds	14
13	Costs and indemnity	15
14	Further assurance	15
15	Power of attorney	16
16	Release	16
17	Assignment and transfer	16
18	Set-off	16
19	Amendments, waivers and consents	17
20	Severance	17
21	Counterparts	18
22	Third party rights	18
23	Further provisions	18
24	Notices	19
25	Governing law and jurisdiction	20
	Schedule 1	21
	Schedule 2	21
	Schedule 3	23
	Schedule 4	24
	Schedule 5	25

THIS DEED is dated

26 February 2021

PARTIES

- (1) **DANDI HOLDINGS LIMITED** a private limited company incorporated in England and Wales with company number 11116766 whose registered office is at 30 Bristol Gardens, London, England, W9 2JQ (Chargor);
- (2) **A.S.M. PROPERTY DEVELOPMENTS (UK) LTD** a private limited company incorporated in England and Wales with registration number 04437948 whose registered office is at Park View 183 - 189 The Vale, London, W3 7RW;

each a "**Chargor**" and together the "**Chargors**"; and

- (3) **BANK OF LONDON AND THE MIDDLE EAST PLC**, a company incorporated in England and Wales with registered number 05897786 whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6HL ("**Bank**").

BACKGROUND

- (A) The Bank has agreed, pursuant to the Master Murabaha Agreement, to provide the Company, with a murabaha facility on a secured basis.
- (B) Under this deed, each Chargor provides security to the Bank for the facilities made available under the Master Murabaha Agreement.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Master Murabaha Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Company: Dandi One Limited a private limited company incorporated in England and Wales with company number 11116768 whose registered office is at 30 Bristol Gardens, London, England, W9 2JQ.

Delegate: any person appointed by the Bank or any Receiver pursuant to clause 13, and any person appointed as attorney of the Bank, Receiver or Delegate.

Master Murabaha Agreement: the master murabaha agreement dated on or about the date of this deed between the Company and the Bank for the provision of the murabaha facility secured by, inter alia, this deed.

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*).

LPA 1925: the Law of Property Act 1925.

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Bank under clause 11.

Related Rights: any:

- (a) Dividend or other distribution paid or payable in relation to any Share; and
- (b) right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Secured Assets: all the assets, property and undertaking for the time being subject to any Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future obligations and liabilities (whether actual or contingent and whether due, owing or incurred jointly or severally or as principal or surety or in any other capacity whatsoever) due, owing or incurred by each Obligor to the Bank under or in connection with the Facility Documents.

Security Financial Collateral Arrangement: has the meaning given to the expression in the Financial Collateral Regulations.

Security: has the meaning given to that term in the Master Murabaha Agreement.

Security Period: the period starting on the date of this deed and ending on the date on which the Bank 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.

Shares: all of the issued shares in the share capital of the Company held by the Chargors.

1.2 Interpretation

The provisions of clause 1.2 of the Master Murabaha Agreement apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the Master Murabaha Agreement shall be read as a reference to this deed.

1.3 Clawback

If the Bank considers that an amount paid by the Chargors in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the bankruptcy of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 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).

1.5 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

Each Chargor shall, on demand, pay to the Bank and discharge the Secured Liabilities.

- 2.2 The total amount recoverable by the Bank from each Chargor in relation to the Secured Liabilities shall be limited to the amount realised from the proceeds of sale or other disposal or realisation of the Secured Assets together with all costs, expenses, profit and other amounts payable by that Chargor under the terms of this deed.
- 2.3 Clause 2.2 shall only limit the liability of the Chargors under this deed and shall not limit any liability a Chargor may have under any other Facility Document.
- 2.4 Clause 2.2 shall only limit the liability of the Chargors for the discharge of the Secured Liabilities and shall not:
- (a) reduce or discharge the Secured Liabilities themselves or limit or restrict the accrual of profit amounts and late payment amounts on any amount; or
 - (b) limit the rights of the Bank to recover any amount from any person other than that Chargor under or in connection with the Facility Documents.

3 Grant of security

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Bank by way of a first fixed charge:
- (a) all the Shares owned by it; and
 - (b) all Related Rights.

4 Liability of the Chargors

4.1 Liability not discharged

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

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Bank that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Bank renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission, that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of that Chargor.

4.2 Immediate recourse

Each Chargor waives any right it may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against a Chargor.

5 Representations and warranties

5.1 Representations and warranties

Each Chargor makes the representations and warranties set out in this clause 5 to the Bank.

5.2 Status

- (a) Each Chargor is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) Each Chargor has the power to own its assets and carry on its business as it is being conducted.

5.3 Shares

- (a) The Shares are fully paid and are not subject to any option to purchase or similar rights.
- (b) The Shares represent the whole of the issued share capital of the Company and no person has any option, warrant or other similar right to subscribe for any shares of the Company.
- (c) The Chargors are the sole legal and beneficial owner of the Shares.
- (d) The constitutional documents of the Company do not:
 - (i) restrict or inhibit any transfer of the Shares on creation or enforcement of the security constituted by this deed; or
 - (ii) contain any rights of pre-emption.

5.4 No Security

The Secured Assets are free from any Security other than the Security created by this deed.

5.5 No adverse claims

No Chargor has received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.6 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Secured Assets.

5.7 No breach of laws

There is no breach of any law or regulation which materially and adversely affects the Secured Assets.

5.8 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 a Chargor or otherwise.

5.9 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of each Chargor, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

5.10 Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.9 are made by the Chargors on the date of this deed and the representations and warranties contained in clause 5.2 to clause 5.9 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6 Covenants

6.1 Negative pledge and disposal restrictions

No Chargor shall at any time, except with the prior written consent of the Bank:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- (b) 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 Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 Preservation of Secured Assets

The Chargors 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 Bank, or diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Chargors' waiver of set-off

Each Chargor waives any present or future rights of set-off it may have in respect of the Secured Liabilities (including sums payable by a Chargor under this deed).

6.4 Compliance with laws and regulations

Each Chargor shall comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them.

6.5 Enforcement of rights

Each Chargor shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Bank may require from time to time.

6.6 Notice of misrepresentations and breaches

Each Chargor shall, promptly on becoming aware of any of the same, notify the Bank in writing of:

- (a) any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

6.7 Title to Secured Assets

Each Chargor shall on the execution of this deed, deliver to the Bank, or as the Bank may direct:

- (a) all original share certificates and other documents of title or evidence of ownership of the Secured Assets;

- (b) stock transfer forms relating to the Secured Assets duly completed and executed by or on behalf of each Chargor but with the name of the transferee, the consideration and the date left blank;
- (c) a duly executed and dated power of attorney and proxy in respect of the Secured Assets in the form set out in Schedule 1;
- (d) executed and undated letters of resignation from each of the directors of the Company in the form set out in Schedule 2;
- (e) executed letter of authority from each of the directors of the Company in the form set out in Schedule 3;
- (f) a notice of charge in the form set out in Schedule 4;
- (g) a certified copy of a special resolution passed by the Company amending the restrictions on the transfer of shares in the Company and a certified copy of the memorandum and articles of association of the Company incorporating provisions satisfactory to the Bank that relate to the transfer of shares in the Company; and
- (h) any other documents (in each case duly completed and executed by or on behalf of the Chargors) that the Bank may request to enable it, or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain legal title to, or to perfect its security interest in any of the Secured Assets,

so that the Bank may, at any time and without notice to the Chargors, complete and present those stock transfer forms and other documents to the issuer of the Secured Assets for registration.

6.8 Nominations

- (a) Each Chargor shall immediately terminate all nominations it may have made in respect of any Secured Asset and, pending such termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Secured Asset without the prior written approval of the Bank; and
 - (ii) immediately upon receipt by it, forward to the Bank all communications or other information received by it in respect of any Secured Asset for which it has been so nominated.
- (b) No Chargor shall at any time during the Security Period exercise the right to nominate any person other than the Bank to enjoy or exercise any right relating to any of the Secured Assets.

6.9 Pre-emption rights and restrictions on transfer

Each Chargor shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of the Company, for the transfer of the Secured Assets to the Bank or its nominee, or to a purchaser on enforcement of the security constituted by this deed;
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of the Company in any manner that the Bank may require in order to permit the transfer of the Secured Assets to the Bank or its

nominee, or to a purchaser on enforcement of the security constituted by this deed;
and

- (c) procure that the Company shall promptly register any transfer of title to the Secured Assets pursuant to any enforcement by the Bank of its rights under this deed.

6.10 Calls and other obligations

- (a) Notwithstanding the security created by this deed, each Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any part of the Secured Assets.
- (b) If a Chargor fails to do so, the Bank may, at its discretion but without obligation, pay the calls, instalments or other payments on behalf of that Chargor.
- (c) Each Chargor shall, immediately on request by the Bank, reimburse the Bank for any payment made by it under this clause 6.10.
- (d) Each Chargor shall comply with, and shall remain liable to perform, all of the other conditions and obligations assumed by it in respect of all or any part of the Secured Assets.

6.11 Changes to rights

- (a) No Chargor shall not take, or allow the taking of, any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Secured Assets being altered.
- (b) No Chargor shall cause or permit:
 - (i) any of the Secured Assets to be consolidated, sub-divided or converted;
or
 - (ii) the other shares of the Company to be re-organised, exchanged or repaid; or
 - (iii) any further shares in the share capital of the Company to be issued.

6.12 Information

Each Chargor shall:

- (a) promptly following receipt, send to the Bank copies of any notice, circular, report, accounts and any other document received by it that relates to the Secured Assets; and
- (b) promptly notify the Bank in writing of any action, claim, notice or demand made by or against him in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargors' proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Bank's prior approval, implement those proposals at its own expense.

7 Voting rights and dividends

7.1 Voting rights and dividends - before enforcement

- (a) Before the security constituted by this deed becomes enforceable, each Chargor may exercise all voting and other rights and powers in respect of the Secured Assets or, if any of the same are exercisable by the Bank or any of its nominees, direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of the Master Murabaha Agreement or this deed or for any purpose inconsistent with the Master Murabaha Agreement or this deed; and
 - (ii) the exercise of, or failure to exercise, those voting rights or other rights and powers would not, in the Bank's opinion, have an adverse effect on the value of any of the Secured Assets or otherwise prejudice the Bank's security under this deed.
- (b) Before the security constituted by this deed becomes enforceable, each Chargor may retain and apply for its own use all dividends and other monies paid or payable in respect of the Secured Assets and, if any are paid or payable to the Bank or any of its nominees, the Bank will hold all those dividends and other monies received by it for the Chargors and will pay them to the Chargors promptly on request.
- (c) Each Chargor shall indemnify the Bank against any loss or liability incurred by the Bank (or its nominee) as a consequence of the Bank (or its nominee) acting in respect of the Secured Assets at the direction of the Chargors.
- (d) The Bank shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Secured Assets which the Bank considers prejudicial to, or impairing the value of, the security created by this deed.

7.2 Voting rights and dividends - following an Event of Default

After the security constituted by this deed has become enforceable, the Bank may at its discretion (in the name of the Chargors and without any further consent or authority from the Chargors and irrespective of any direction given by the Chargors):

- (a) exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all voting rights and any other powers or rights in respect of the Secured Assets, and the Chargors shall comply, or procure compliance, with any directions the Bank may give, in its absolute discretion, in respect of the exercise of those voting and other rights and powers;
- (b) apply all dividends or other monies paid or payable in respect of the Secured Assets in accordance with clause 14 and, if any such dividends or other monies are received by or on behalf of the Chargors, the Chargors shall hold all such dividends and other monies on trust for the Bank and shall immediately pay them to the Bank or as it may direct;
- (c) complete all instruments of transfer held by it in relation to the Secured Assets in favour of itself or such other person as it may select and have the Secured Assets transferred into its name or the name of its nominee or, as applicable, into an account in its own name or the name of its nominee; and
- (d) in addition to any other power created under this deed, exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Assets.

8 Powers of the Bank

8.1 Power to remedy

- (a) The Bank shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargors of any of their obligations contained in this deed.
- (b) Each Chargor irrevocably authorises the Bank and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Bank in remedying a breach by a Chargor of its obligations contained in this deed, shall be reimbursed by that Chargor to the Bank on a full indemnity basis and shall carry a late payment charge in accordance with clause 7.2 of the Master Murabaha Agreement.

8.2 Exercise of rights

- (a) The rights of the Bank under clause 8.1 are without prejudice to any other rights of the Bank under this deed.
- (b) The exercise of any rights of the Bank under this deed shall not make the Bank liable to account as a mortgagee in possession.

8.3 Bank has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Bank in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.4 No duties

The Bank shall not, in respect of any of the Secured Assets, have any duty or incur any liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the Bank has or is deemed to have knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

8.5 Conversion of currency

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Bank may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 8.5) from their existing currencies of denomination into any other currencies of denomination that the Bank may think fit.
- (b) Any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each reference in this clause 8.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

8.6 New accounts

- (a) If the Bank receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Bank may open a new account for the Chargors in the Bank's books. Without prejudice to the Bank's right to combine accounts, no money paid to the credit of the Chargors in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Bank does not open a new account immediately on receipt of the notice, or deemed notice, under clause 8.5(a), then, unless the Bank gives express written notice to the contrary to the Chargors, all payments made by the Chargors to the Bank shall be treated as having been credited to a new account of the Chargors and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Bank.

8.7 Indulgence

The Bank 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 such person is jointly liable with the Chargor) 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 Chargors for the Secured Liabilities.

9 When security becomes enforceable

9.1 Event of Default

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

9.2 Discretion

After the security constituted by this deed has become enforceable, the Bank 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 Secured Assets.

10 Enforcement of security

10.1 Enforcement powers

- (a) 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.
- (b) 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 9.1.
- (c) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

10.2 Prior Security

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 Bank may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and

- (c) settle and pass any account of the holder of any prior Security.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Chargor. All monies paid by the Bank to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Bank, be due from the Chargors to the Bank on current account and shall bear a late payment charge (calculated in accordance with clause 7.2 of the Master Murabaha Agreement) and be secured as part of the Secured Liabilities.

10.3 Protection of third parties

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

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Bank, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Bank, any Receiver or any Delegate is to be applied.

10.4 Privileges

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

10.5 No liability as mortgagee in possession

Neither the Bank, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Secured 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 Secured Assets for which a mortgagee in possession might be liable as such.

10.6 Conclusive discharge to purchasers

The receipt of the Bank 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 Secured Assets or in making any acquisition in the exercise of their respective powers, the Bank, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10.7 Right of appropriation

- (a) To the extent that:
 - (i) the Secured Assets constitute Financial Collateral; and
 - (ii) this deed and the obligations of each Chargor under it constitute a Security Financial Collateral Arrangement,

the Bank shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment and discharge of the Secured Liabilities in any order that the Bank, in its absolute discretion, may from time to time determine.

- (b) The value of any Secured Assets appropriated in accordance with this clause 10.7 shall be determined by any method that the Bank may select, including independent valuation.

- (c) Each Chargor agrees that the method of valuation provided for in this clause 10.7 is commercially reasonable for the purposes of the Financial Collateral Regulations.

11 Receiver

11.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Bank 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 Secured Assets.

11.2 Removal

The Bank may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), 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.

11.3 Remuneration

The Bank 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.

11.4 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 Bank 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.

11.5 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 Bank despite any prior appointment in respect of all or any part of the Secured Assets.

11.6 Agent of the Chargors

Any Receiver appointed by the Bank under this deed shall be the agent of the Chargors and the Chargors 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 that Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Bank.

12 Powers of Receiver

12.1 General

- (a) Any Receiver appointed by the Bank under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 12.2 to clause 12.14.
- (b) 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 deed individually and to the exclusion of any other Receiver.

- (c) Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Chargors, the directors of the Chargors or himself.

12.2 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 thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargors.

12.3 Remuneration

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

12.4 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

12.5 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

12.6 Valid receipts

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

12.7 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargors and any other person that he may think expedient.

12.8 Bring proceedings

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

12.9 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

12.10 Borrow

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Bank (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Bank consents, terms under which that security ranks in priority to this deed).

12.11 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 Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.12 Delegation

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

12.13 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

12.14 Incidental powers

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

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) 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
- (c) lawfully may or can do as agent for the Chargor.

13 Delegation

13.1 The Bank 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 by this deed (including, without limitation, the power of attorney granted under clause 17.1).

13.2 The Bank and each Receiver may delegate on any terms and conditions (including the power to sub-delegate) that it thinks fit.

13.3 Neither the Bank or any Receiver shall be in any way liable or responsible to the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14 Application of proceeds

14.1 Order of application of proceeds

All monies received by the Bank, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, 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:

- (a) in or towards payment of or provision for all actual costs, charges and expenses incurred by or on behalf of the Bank (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;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Bank determines; and
- (c) in payment of the surplus (if any) to the Chargors or other person entitled to it.

14.2 Appropriation

Neither the Bank, 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 penalties rather than principal or otherwise in any particular order between any of the Secured Liabilities.

14.3 Suspense account

All monies received by the Bank, a Receiver or a Delegate under this deed:

- (a) may, at the discretion of the Bank, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear profit, if any, at the rate agreed in writing between the Bank and the Chargor; and
- (c) may be held in that account for so long as the Bank, Receiver or Delegate thinks fit.

15 Costs and indemnity

15.1 Costs

Each Chargor shall, promptly on demand, pay to, or reimburse, the Bank and any Receiver, on a full indemnity basis, all actual costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Bank or any Delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Bank's, a Receiver's or a Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with a late payment charge, which shall be payable (without the need for any demand for payment being made) in accordance with clause 7.2 of the Master Murabaha Agreement.

15.2 Indemnity

Each Chargor shall indemnify the Bank, each Receiver and each Delegate, and their respective employees and agents against all liabilities, actual costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all profit, penalties and actual legal costs (calculated on a full indemnity basis) and all other actual 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 Secured Assets;
- (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 Chargors in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 15.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

16 Further assurance

16.1 Further assurance

Each Chargor shall, at its own expense, take whatever action the Bank or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Secured Assets; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Bank or any Receiver in respect of any of the Secured Assets,

including, without limitation, (if the Bank or Receiver 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 Secured Assets (whether to the Bank or to its nominee) and the giving of any notice, order or direction and the making of any registration.

17 Power of attorney

17.1 Appointment of attorneys

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

- (a) the Chargors are required to execute and do under this deed; and/or
- (b) 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 Bank, any Receiver or any Delegate.

17.2 Ratification of acts of attorneys

Each Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of their 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 17.1 or pursuant to the power of attorney in the form set out in Schedule 2, entered into by the Chargor.

18 Release

Subject to clause 26.3, on the expiry of the Security Period (but not otherwise), the Bank shall, at the request and actual cost of the Chargor, take whatever action is necessary to release the Secured Assets from the security constituted by this deed.

19 Several Liability

19.1 Unless expressly provided otherwise, a Chargor shall be severally liable for its own obligations only and not liable for the obligations of the other Chargor under this deed.

19.2 The Bank may take action against, or release or compromise the liability of a Chargor, without affecting the liability of any other Chargor.

20 Assignment and transfer

20.1 Assignment by Bank

- (a) At any time, without the consent of the Chargor, the Bank may assign or transfer all or any of its rights and obligations under this deed.
- (b) The Bank may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Secured Assets and this deed that the Bank considers appropriate.

20.2 Assignment by Chargors

The Chargors may not assign any of their rights, or transfer any of their rights or obligations, under this deed.

21 Set-off

21.1 Bank's right of set-off

The Bank may at any time set off any liability of the Chargors to the Bank against any liability of the Bank to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Bank may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Bank of its rights under this clause 21 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

21.2 No obligation to set off

The Bank is not obliged to exercise its rights under clause 21.1. If, however, it does exercise those rights it must promptly notify the Chargors of the set-off that has been made.

21.3 Exclusion of Chargors' right of set-off

All payments made by a Chargor to the Bank under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

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

- (a) 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.
- (b) 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 Bank 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

23.1 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 Counterparts

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.

25 Third party rights

25.1 Third party rights

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.

26 Further provisions

26.1 Independent security

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

26.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Bank discharges this deed in writing.

26.3 Discharge conditional

Any release, discharge or settlement between the Chargors and the Bank shall be deemed conditional on no payment or security received by the Bank in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Bank or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Bank deems necessary to provide the Bank with security against any such avoidance, reduction or order for refund; and
- (b) the Bank may recover the value or amount of such security or payment from the Chargors subsequently as if the release, discharge or settlement had not occurred.

26.4 Certificates

A certificate or determination by the Bank as to any amount for the time being due to it from the Chargors shall be, in the absence of any manifest error, conclusive evidence of the amount due.

26.5 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

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

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:

- (i) the Chargors at:

For **Dandi Holdings Limited**:

Address: 30 Bristol Gardens, London, England, W9 2JQ

FAO: Ali Reza Ravanshad

Email: alireza@dandi.com

For **A.S.M. Property Developments (UK) Ltd**:

Address: Park View 183 - 189 The Vale, London, W3 7RW

FAO: Sanik Karia and Mahmood Ismailjee

Email: Sanik@jemline.net and Mahmood@jemline.net

- (ii) the Bank at:

Address: Bank of London and The Middle East plc, Cannon Place, 78 Cannon Street, London EC4N 6HL

Email: operations@blme.com

Attention: Head of Operations

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

27.2 Receipt by Chargor

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

- (a) if delivered by hand, at the time it is left at the relevant address; and
- (b) 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(a) or clause 27.2(b) on a day which 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 Bank

Any notice or other communication given to the Bank 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 arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) 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 arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Bank to take proceedings against the Chargors 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

Each Chargor 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

FORM OF POWER OF ATTORNEY AND PROXY

DATED

20__

PARTIES

[●] of [●] (the "**Chargor**").

BACKGROUND:

The Chargor has determined to appoint the Attorneys (as defined below) to be the Chargor's attorney(s)-in-fact for the purposes noted below.

IT IS AGREED:

The Chargor hereby irrevocably makes, constitutes and appoints each of Bank of London and The Middle East plc and any officer or agent from time to time of Bank of London and The Middle East plc (the "**Attorneys**") to be the true and lawful attorneys-in-fact of the Chargor for and in the name of and on behalf of the Chargor, acting jointly or singly, to do and execute all and any of the acts, things and other matters following, namely:

1. to act as the proxy and attorneys in-fact of the Chargor to vote the share(s) (the "**Shares**") held by the Chargor in the capital of [●] (the "**Company**") at all or any general meetings of shareholders or stockholders of the Company and to requisition and convene a meeting or meetings of the shareholders or stockholders of the Company;
2. to approve, amend, complete, date, execute and deliver any other document (including any document appointing a substitute Attorney) which the Attorneys or any of them shall think necessary, advisable, convenient or otherwise desirable for the purposes of implementing or otherwise giving effect to the transactions contemplated by the matters referred to in paragraph 1 above (such documents being referred to in this Power of Attorney and Proxy as "**Ancillary Documents**");
3. to execute under hand or personal seal of the Chargor and deliver on behalf of and in the name of the Chargor all or any of the Ancillary Documents;
4. to make any amendments to any of the Ancillary Documents (including any change of parties thereto) as the Attorneys or any of them think necessary, advisable, convenient or otherwise desirable and to approve, amend, complete, date, execute under hand, personal seal or the common seal of the Chargor and deliver any document which effects or otherwise evidences such amendment;
5. to do any act or other thing which the Attorneys or any of them shall think necessary, advisable, convenient or otherwise desirable in connection with or in relation to the transactions contemplated by the Ancillary Documents; and
6. to make any payment(s) and accept any payment(s) on behalf of the Chargor which are required to be made or accepted for the purposes of the transactions contemplated by any of the Ancillary Documents.

AND IT IS FURTHER AGREED AND DECLARED THAT:

1. The Chargor hereby ratifies and confirms, and agrees to ratify and confirm, any acts and other things whatsoever that the Attorneys or any of them shall do or purport to so by virtue of this Power of Attorney and Proxy including (without prejudice to paragraph 3 below) any such acts and things done between the time of revocation of this Power of Attorney and Proxy and the time of that revocation becoming known to the Attorneys.

2. The Chargor hereby authorises and empowers the Attorneys and any of them to acknowledge in the name and as the act and deed of the Chargor this Power of Attorney and Proxy, that this Power of Attorney and Proxy has been executed as a deed and to register and record this Power of Attorney and Proxy in any office and/or registry in any country and to procure to be done any and every other act and thing whatsoever which may in any way be necessary, advisable, convenient and otherwise desirable for authenticating and otherwise giving full effect to this Power of Attorney and Proxy according to the law and usages of any country as fully and effectually as could the Chargor.
3. This Power of Attorney and Proxy is irrevocable and shall remain irrevocable and in full force and effect until such time as the Secured Obligations (as that expression is defined in a charge over shares (the "**Charge over Shares**") dated _____ between the (1) Chargor and (2) Bank of London and The Middle East plc) have been paid, performed and discharged in full and the Charge over Shares has been fully and irrevocably discharged and released by Bank of London and The Middle East plc.
4. This Power of Attorney and Proxy is coupled with an interest and is given as further security for the due and punctual performance payment and discharge of the Secured Obligations (as that expression is defined in the Charge over Shares).
5. By the execution of this Power of Attorney and Proxy, the Chargor undertakes to indemnify, and hereby indemnifies, each of the persons named above as Attorneys (and any substitutes or delegates of such Attorneys) of the Chargor from and against all actions, proceedings, losses, costs, damages, expenses, claims, demands and other liabilities of any nature whatsoever which any or all of them may suffer or otherwise incur by reason of their acting pursuant to or in reliance on this Power of Attorney and Proxy.
6. This Power of Attorney and Proxy may only be exercised by the Attorney after an Event of Default (as such term is defined in the Master Murabaha Agreement) has occurred.
7. This Power of Attorney and Proxy shall be governed by and construed in accordance with the laws of England & Wales.

In witness of which this Power of Attorney and Proxy has been duly executed by the Chargor as a deed on the first date specified on page 1 of this Power of Attorney and Proxy.

EXECUTED by [●])	_____
 WITNESS TO THE ABOVE SIGNATURE)	_____
FULL NAME)	_____
DESCRIPTION)	_____
ADDRESS)	_____

Schedule 2

FORM OF LETTER OF RESIGNATION

To: [●]
(the "Company")

Date:

Dear Sirs

Letter of Resignation in relation to the Company

I hereby resign as a Director of the Company and confirm that I have no claims against the Company for loss of office, arrears of pay or otherwise howsoever.

This resignation is to be effective as at the date of this letter. You are hereby irrevocably authorised and irrevocably instructed to complete and date this letter by dating the same with the same date as you are directed to do so by Bank of London and The Middle East plc but not otherwise.

Yours faithfully

.....
Director
Name: [●]

Schedule 3

DIRECTORS AND OFFICERS LETTER OF AUTHORITY

To: Bank of London and The Middle East plc

Date:

Dear Sirs

[●] (the "Company")

I hereby unconditionally and irrevocably authorise you to date, deliver, give full effect to and otherwise complete the resignation letter in respect of the Company deposited by me with you pursuant to the charge over shares dated _____ (the "**Charge over Shares**") between (1) [●] and (2) Bank of London and The Middle East plc, following the occurrence of an Event of Default (as defined in the Charge over Shares whether by incorporation by reference of otherwise).

Yours faithfully

.....
Name of Director/ Officer: [●]

Schedule 4

NOTICE OF CHARGE

To: [●], (the "Company")

Date:

Dear Sirs

Share Charge

I hereby notify you that pursuant to a charge over shares dated _____ between (1) [●] (the "**Chargor**") and (2) Bank of London and The Middle East plc (the "**Share Charge**"), the Chargor has granted a security interest over all its shares standing in its name in the Company and at any time after Bank of London and The Middle East plc notifies you that an Event of Default (as defined in the Charge over Shares whether by incorporation by reference of otherwise) has occurred and is continuing you may take such steps to register Bank of London and The Middle East plc (or its nominee) as the registered holder of the shares pursuant to the Share Charge.


Yours faithfully

.....
[●]

EXECUTION PAGE


The Chargors

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



Director

Signature of Witness:



Name:

EVA SISKINOVA

Address:

APT 3 2 VICARAGE GATE
LONDON W8 4HH

Occupation:

ARCHITECT

Executed as a deed by
**A.S.M. PROPERTY DEVELOPMENTS
(UK) LTD**
acting by a director,
in the presence of:

Director

Signature of Witness:

Name:

Address:

Occupation:

EXECUTION PAGE

The Chargors

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

Director

Signature of Witness:

Name:

Address:

Occupation:

Executed as a deed by
**A.S.M. PROPERTY DEVELOPMENTS
(UK) LTD**
acting by a director, Sanik Karia
in the presence of:



Director

Signature of Witness:



Name: **KATE PRENOERCAT**

Address: **30 BRIND GARDENS, LONDON, W9 2JQ**

Occupation: **EXECUTIVE ASSISTANT**

Bank

<p>EXECUTED as a DEED by BANK OF LONDON AND THE MIDDLE EAST PLC acting by its duly authorised attorney in the presence of a witness:</p> <p>Authorised attorney signature:.....</p> <p>Authorised attorney name:.....</p>	<p>Witness signature:</p> <p>Witness name:</p> <p>Witness address:</p> <p>.....</p> <p>Witness occupation:</p>
--	--

Charge Over Shares in Dandi One Limited

Dated 26 February 2021

Dandi Holdings Limited (1)
A.S.M. Property Developments (UK) Ltd (2)
Bank of London and The Middle East plc (3)

CONTENTS

1	Definitions and interpretation	1
2	Covenant to pay	2
3	Grant of security	3
4	Liability of the Chargor	3
5	Representations and warranties	3
6	Covenants	4
7	Voting rights and dividends	7
8	Powers of the Bank	8
9	When security becomes enforceable	10
10	Enforcement of security	10
11	Delegation	14
12	Application of proceeds	14
13	Costs and indemnity	15
14	Further assurance	15
15	Power of attorney	16
16	Release	16
17	Assignment and transfer	16
18	Set-off	16
19	Amendments, waivers and consents	17
20	Severance	17
21	Counterparts	18
22	Third party rights	18
23	Further provisions	18
24	Notices	19
25	Governing law and jurisdiction	20
	Schedule 1	21
	Schedule 2	21
	Schedule 3	23
	Schedule 4	24
	Schedule 5	25

THIS DEED is dated

26 February 2021

PARTIES

- (1) **DANDI HOLDINGS LIMITED** a private limited company incorporated in England and Wales with company number 11116766 whose registered office is at 30 Bristol Gardens, London, England, W9 2JQ (Chargor);
- (2) **A.S.M. PROPERTY DEVELOPMENTS (UK) LTD** a private limited company incorporated in England and Wales with registration number 04437948 whose registered office is at Park View 183 - 189 The Vale, London, W3 7RW;

each a "**Chargor**" and together the "**Chargors**"; and

- (3) **BANK OF LONDON AND THE MIDDLE EAST PLC**, a company incorporated in England and Wales with registered number 05897786 whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6HL ("**Bank**").

BACKGROUND

- (A) The Bank has agreed, pursuant to the Master Murabaha Agreement, to provide the Company, with a murabaha facility on a secured basis.
- (B) Under this deed, each Chargor provides security to the Bank for the facilities made available under the Master Murabaha Agreement.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Master Murabaha Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Company: Dandi One Limited a private limited company incorporated in England and Wales with company number 11116768 whose registered office is at 30 Bristol Gardens, London, England, W9 2JQ.

Delegate: any person appointed by the Bank or any Receiver pursuant to clause 13, and any person appointed as attorney of the Bank, Receiver or Delegate.

Master Murabaha Agreement: the master murabaha agreement dated on or about the date of this deed between the Company and the Bank for the provision of the murabaha facility secured by, inter alia, this deed.

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*).

LPA 1925: the Law of Property Act 1925.

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Bank under clause 11.

Related Rights: any:

- (a) Dividend or other distribution paid or payable in relation to any Share; and
- (b) right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Secured Assets: all the assets, property and undertaking for the time being subject to any Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future obligations and liabilities (whether actual or contingent and whether due, owing or incurred jointly or severally or as principal or surety or in any other capacity whatsoever) due, owing or incurred by each Obligor to the Bank under or in connection with the Facility Documents.

Security Financial Collateral Arrangement: has the meaning given to the expression in the Financial Collateral Regulations.

Security: has the meaning given to that term in the Master Murabaha Agreement.

Security Period: the period starting on the date of this deed and ending on the date on which the Bank 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.

Shares: all of the issued shares in the share capital of the Company held by the Chargors.

1.2 Interpretation

The provisions of clause 1.2 of the Master Murabaha Agreement apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the Master Murabaha Agreement shall be read as a reference to this deed.

1.3 Clawback

If the Bank considers that an amount paid by the Chargors in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the bankruptcy of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 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).

1.5 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

Each Chargor shall, on demand, pay to the Bank and discharge the Secured Liabilities.

- 2.2 The total amount recoverable by the Bank from each Chargor in relation to the Secured Liabilities shall be limited to the amount realised from the proceeds of sale or other disposal or realisation of the Secured Assets together with all costs, expenses, profit and other amounts payable by that Chargor under the terms of this deed.
- 2.3 Clause 2.2 shall only limit the liability of the Chargors under this deed and shall not limit any liability a Chargor may have under any other Facility Document.
- 2.4 Clause 2.2 shall only limit the liability of the Chargors for the discharge of the Secured Liabilities and shall not:
- (a) reduce or discharge the Secured Liabilities themselves or limit or restrict the accrual of profit amounts and late payment amounts on any amount; or
 - (b) limit the rights of the Bank to recover any amount from any person other than that Chargor under or in connection with the Facility Documents.

3 Grant of security

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Bank by way of a first fixed charge:
- (a) all the Shares owned by it; and
 - (b) all Related Rights.

4 Liability of the Chargors

4.1 Liability not discharged

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

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Bank that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Bank renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission, that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of that Chargor.

4.2 Immediate recourse

Each Chargor waives any right it may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against a Chargor.

5 Representations and warranties

5.1 Representations and warranties

Each Chargor makes the representations and warranties set out in this clause 5 to the Bank.

5.2 Status

- (a) Each Chargor is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) Each Chargor has the power to own its assets and carry on its business as it is being conducted.

5.3 Shares

- (a) The Shares are fully paid and are not subject to any option to purchase or similar rights.
- (b) The Shares represent the whole of the issued share capital of the Company and no person has any option, warrant or other similar right to subscribe for any shares of the Company.
- (c) The Chargors are the sole legal and beneficial owner of the Shares.
- (d) The constitutional documents of the Company do not:
 - (i) restrict or inhibit any transfer of the Shares on creation or enforcement of the security constituted by this deed; or
 - (ii) contain any rights of pre-emption.

5.4 No Security

The Secured Assets are free from any Security other than the Security created by this deed.

5.5 No adverse claims

No Chargor has received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.6 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Secured Assets.

5.7 No breach of laws

There is no breach of any law or regulation which materially and adversely affects the Secured Assets.

5.8 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 a Chargor or otherwise.

5.9 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of each Chargor, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

5.10 Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.9 are made by the Chargors on the date of this deed and the representations and warranties contained in clause 5.2 to clause 5.9 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6 Covenants

6.1 Negative pledge and disposal restrictions

No Chargor shall at any time, except with the prior written consent of the Bank:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- (b) 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 Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 Preservation of Secured Assets

The Chargors 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 Bank, or diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Chargors' waiver of set-off

Each Chargor waives any present or future rights of set-off it may have in respect of the Secured Liabilities (including sums payable by a Chargor under this deed).

6.4 Compliance with laws and regulations

Each Chargor shall comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them.

6.5 Enforcement of rights

Each Chargor shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Bank may require from time to time.

6.6 Notice of misrepresentations and breaches

Each Chargor shall, promptly on becoming aware of any of the same, notify the Bank in writing of:

- (a) any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

6.7 Title to Secured Assets

Each Chargor shall on the execution of this deed, deliver to the Bank, or as the Bank may direct:

- (a) all original share certificates and other documents of title or evidence of ownership of the Secured Assets;

- (b) stock transfer forms relating to the Secured Assets duly completed and executed by or on behalf of each Chargor but with the name of the transferee, the consideration and the date left blank;
- (c) a duly executed and dated power of attorney and proxy in respect of the Secured Assets in the form set out in Schedule 1;
- (d) executed and undated letters of resignation from each of the directors of the Company in the form set out in Schedule 2;
- (e) executed letter of authority from each of the directors of the Company in the form set out in Schedule 3;
- (f) a notice of charge in the form set out in Schedule 4;
- (g) a certified copy of a special resolution passed by the Company amending the restrictions on the transfer of shares in the Company and a certified copy of the memorandum and articles of association of the Company incorporating provisions satisfactory to the Bank that relate to the transfer of shares in the Company; and
- (h) any other documents (in each case duly completed and executed by or on behalf of the Chargors) that the Bank may request to enable it, or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain legal title to, or to perfect its security interest in any of the Secured Assets,

so that the Bank may, at any time and without notice to the Chargors, complete and present those stock transfer forms and other documents to the issuer of the Secured Assets for registration.

6.8 Nominations

- (a) Each Chargor shall immediately terminate all nominations it may have made in respect of any Secured Asset and, pending such termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Secured Asset without the prior written approval of the Bank; and
 - (ii) immediately upon receipt by it, forward to the Bank all communications or other information received by it in respect of any Secured Asset for which it has been so nominated.
- (b) No Chargor shall at any time during the Security Period exercise the right to nominate any person other than the Bank to enjoy or exercise any right relating to any of the Secured Assets.

6.9 Pre-emption rights and restrictions on transfer

Each Chargor shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of the Company, for the transfer of the Secured Assets to the Bank or its nominee, or to a purchaser on enforcement of the security constituted by this deed;
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of the Company in any manner that the Bank may require in order to permit the transfer of the Secured Assets to the Bank or its

nominee, or to a purchaser on enforcement of the security constituted by this deed;
and

- (c) procure that the Company shall promptly register any transfer of title to the Secured Assets pursuant to any enforcement by the Bank of its rights under this deed.

6.10 Calls and other obligations

- (a) Notwithstanding the security created by this deed, each Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any part of the Secured Assets.
- (b) If a Chargor fails to do so, the Bank may, at its discretion but without obligation, pay the calls, instalments or other payments on behalf of that Chargor.
- (c) Each Chargor shall, immediately on request by the Bank, reimburse the Bank for any payment made by it under this clause 6.10.
- (d) Each Chargor shall comply with, and shall remain liable to perform, all of the other conditions and obligations assumed by it in respect of all or any part of the Secured Assets.

6.11 Changes to rights

- (a) No Chargor shall not take, or allow the taking of, any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Secured Assets being altered.
- (b) No Chargor shall cause or permit:
 - (i) any of the Secured Assets to be consolidated, sub-divided or converted;
or
 - (ii) the other shares of the Company to be re-organised, exchanged or repaid; or
 - (iii) any further shares in the share capital of the Company to be issued.

6.12 Information

Each Chargor shall:

- (a) promptly following receipt, send to the Bank copies of any notice, circular, report, accounts and any other document received by it that relates to the Secured Assets; and
- (b) promptly notify the Bank in writing of any action, claim, notice or demand made by or against him in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargors' proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Bank's prior approval, implement those proposals at its own expense.

7 Voting rights and dividends

7.1 Voting rights and dividends - before enforcement

- (a) Before the security constituted by this deed becomes enforceable, each Chargor may exercise all voting and other rights and powers in respect of the Secured Assets or, if any of the same are exercisable by the Bank or any of its nominees, direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of the Master Murabaha Agreement or this deed or for any purpose inconsistent with the Master Murabaha Agreement or this deed; and
 - (ii) the exercise of, or failure to exercise, those voting rights or other rights and powers would not, in the Bank's opinion, have an adverse effect on the value of any of the Secured Assets or otherwise prejudice the Bank's security under this deed.
- (b) Before the security constituted by this deed becomes enforceable, each Chargor may retain and apply for its own use all dividends and other monies paid or payable in respect of the Secured Assets and, if any are paid or payable to the Bank or any of its nominees, the Bank will hold all those dividends and other monies received by it for the Chargors and will pay them to the Chargors promptly on request.
- (c) Each Chargor shall indemnify the Bank against any loss or liability incurred by the Bank (or its nominee) as a consequence of the Bank (or its nominee) acting in respect of the Secured Assets at the direction of the Chargors.
- (d) The Bank shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Secured Assets which the Bank considers prejudicial to, or impairing the value of, the security created by this deed.

7.2 Voting rights and dividends - following an Event of Default

After the security constituted by this deed has become enforceable, the Bank may at its discretion (in the name of the Chargors and without any further consent or authority from the Chargors and irrespective of any direction given by the Chargors):

- (a) exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all voting rights and any other powers or rights in respect of the Secured Assets, and the Chargors shall comply, or procure compliance, with any directions the Bank may give, in its absolute discretion, in respect of the exercise of those voting and other rights and powers;
- (b) apply all dividends or other monies paid or payable in respect of the Secured Assets in accordance with clause 14 and, if any such dividends or other monies are received by or on behalf of the Chargors, the Chargors shall hold all such dividends and other monies on trust for the Bank and shall immediately pay them to the Bank or as it may direct;
- (c) complete all instruments of transfer held by it in relation to the Secured Assets in favour of itself or such other person as it may select and have the Secured Assets transferred into its name or the name of its nominee or, as applicable, into an account in its own name or the name of its nominee; and
- (d) in addition to any other power created under this deed, exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Assets.

8 Powers of the Bank

8.1 Power to remedy

- (a) The Bank shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargors of any of their obligations contained in this deed.
- (b) Each Chargor irrevocably authorises the Bank and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Bank in remedying a breach by a Chargor of its obligations contained in this deed, shall be reimbursed by that Chargor to the Bank on a full indemnity basis and shall carry a late payment charge in accordance with clause 7.2 of the Master Murabaha Agreement.

8.2 Exercise of rights

- (a) The rights of the Bank under clause 8.1 are without prejudice to any other rights of the Bank under this deed.
- (b) The exercise of any rights of the Bank under this deed shall not make the Bank liable to account as a mortgagee in possession.

8.3 Bank has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Bank in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.4 No duties

The Bank shall not, in respect of any of the Secured Assets, have any duty or incur any liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the Bank has or is deemed to have knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

8.5 Conversion of currency

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Bank may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 8.5) from their existing currencies of denomination into any other currencies of denomination that the Bank may think fit.
- (b) Any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each reference in this clause 8.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

8.6 New accounts

- (a) If the Bank receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Bank may open a new account for the Chargors in the Bank's books. Without prejudice to the Bank's right to combine accounts, no money paid to the credit of the Chargors in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Bank does not open a new account immediately on receipt of the notice, or deemed notice, under clause 8.5(a), then, unless the Bank gives express written notice to the contrary to the Chargors, all payments made by the Chargors to the Bank shall be treated as having been credited to a new account of the Chargors and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Bank.

8.7 Indulgence

The Bank 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 such person is jointly liable with the Chargor) 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 Chargors for the Secured Liabilities.

9 When security becomes enforceable

9.1 Event of Default

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

9.2 Discretion

After the security constituted by this deed has become enforceable, the Bank 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 Secured Assets.

10 Enforcement of security

10.1 Enforcement powers

- (a) 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.
- (b) 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 9.1.
- (c) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

10.2 Prior Security

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 Bank may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and

- (c) settle and pass any account of the holder of any prior Security.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Chargor. All monies paid by the Bank to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Bank, be due from the Chargors to the Bank on current account and shall bear a late payment charge (calculated in accordance with clause 7.2 of the Master Murabaha Agreement) and be secured as part of the Secured Liabilities.

10.3 Protection of third parties

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

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Bank, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Bank, any Receiver or any Delegate is to be applied.

10.4 Privileges

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

10.5 No liability as mortgagee in possession

Neither the Bank, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Secured 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 Secured Assets for which a mortgagee in possession might be liable as such.

10.6 Conclusive discharge to purchasers

The receipt of the Bank 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 Secured Assets or in making any acquisition in the exercise of their respective powers, the Bank, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10.7 Right of appropriation

- (a) To the extent that:
 - (i) the Secured Assets constitute Financial Collateral; and
 - (ii) this deed and the obligations of each Chargor under it constitute a Security Financial Collateral Arrangement,

the Bank shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment and discharge of the Secured Liabilities in any order that the Bank, in its absolute discretion, may from time to time determine.

- (b) The value of any Secured Assets appropriated in accordance with this clause 10.7 shall be determined by any method that the Bank may select, including independent valuation.

- (c) Each Chargor agrees that the method of valuation provided for in this clause 10.7 is commercially reasonable for the purposes of the Financial Collateral Regulations.

11 Receiver

11.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Bank 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 Secured Assets.

11.2 Removal

The Bank may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), 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.

11.3 Remuneration

The Bank 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.

11.4 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 Bank 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.

11.5 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 Bank despite any prior appointment in respect of all or any part of the Secured Assets.

11.6 Agent of the Chargors

Any Receiver appointed by the Bank under this deed shall be the agent of the Chargors and the Chargors 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 that Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Bank.

12 Powers of Receiver

12.1 General

- (a) Any Receiver appointed by the Bank under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 12.2 to clause 12.14.
- (b) 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 deed individually and to the exclusion of any other Receiver.

- (c) Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Chargors, the directors of the Chargors or himself.

12.2 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 thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargors.

12.3 Remuneration

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

12.4 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

12.5 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

12.6 Valid receipts

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

12.7 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargors and any other person that he may think expedient.

12.8 Bring proceedings

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

12.9 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

12.10 Borrow

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Bank (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Bank consents, terms under which that security ranks in priority to this deed).

12.11 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 Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.12 Delegation

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

12.13 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

12.14 Incidental powers

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

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) 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
- (c) lawfully may or can do as agent for the Chargor.

13 Delegation

13.1 The Bank 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 by this deed (including, without limitation, the power of attorney granted under clause 17.1).

13.2 The Bank and each Receiver may delegate on any terms and conditions (including the power to sub-delegate) that it thinks fit.

13.3 Neither the Bank or any Receiver shall be in any way liable or responsible to the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14 Application of proceeds

14.1 Order of application of proceeds

All monies received by the Bank, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, 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:

- (a) in or towards payment of or provision for all actual costs, charges and expenses incurred by or on behalf of the Bank (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;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Bank determines; and
- (c) in payment of the surplus (if any) to the Chargors or other person entitled to it.

14.2 Appropriation

Neither the Bank, 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 penalties rather than principal or otherwise in any particular order between any of the Secured Liabilities.

14.3 Suspense account

All monies received by the Bank, a Receiver or a Delegate under this deed:

- (a) may, at the discretion of the Bank, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear profit, if any, at the rate agreed in writing between the Bank and the Chargor; and
- (c) may be held in that account for so long as the Bank, Receiver or Delegate thinks fit.

15 Costs and indemnity

15.1 Costs

Each Chargor shall, promptly on demand, pay to, or reimburse, the Bank and any Receiver, on a full indemnity basis, all actual costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Bank or any Delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Bank's, a Receiver's or a Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with a late payment charge, which shall be payable (without the need for any demand for payment being made) in accordance with clause 7.2 of the Master Murabaha Agreement.

15.2 Indemnity

Each Chargor shall indemnify the Bank, each Receiver and each Delegate, and their respective employees and agents against all liabilities, actual costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all profit, penalties and actual legal costs (calculated on a full indemnity basis) and all other actual 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 Secured Assets;
- (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 Chargors in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 15.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

16 Further assurance

16.1 Further assurance

Each Chargor shall, at its own expense, take whatever action the Bank or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Secured Assets; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Bank or any Receiver in respect of any of the Secured Assets,

including, without limitation, (if the Bank or Receiver 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 Secured Assets (whether to the Bank or to its nominee) and the giving of any notice, order or direction and the making of any registration.

17 Power of attorney

17.1 Appointment of attorneys

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

- (a) the Chargors are required to execute and do under this deed; and/or
- (b) 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 Bank, any Receiver or any Delegate.

17.2 Ratification of acts of attorneys

Each Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of their 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 17.1 or pursuant to the power of attorney in the form set out in Schedule 2, entered into by the Chargor.

18 Release

Subject to clause 26.3, on the expiry of the Security Period (but not otherwise), the Bank shall, at the request and actual cost of the Chargor, take whatever action is necessary to release the Secured Assets from the security constituted by this deed.

19 Several Liability

19.1 Unless expressly provided otherwise, a Chargor shall be severally liable for its own obligations only and not liable for the obligations of the other Chargor under this deed.

19.2 The Bank may take action against, or release or compromise the liability of a Chargor, without affecting the liability of any other Chargor.

20 Assignment and transfer

20.1 Assignment by Bank

- (a) At any time, without the consent of the Chargor, the Bank may assign or transfer all or any of its rights and obligations under this deed.
- (b) The Bank may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Secured Assets and this deed that the Bank considers appropriate.

20.2 Assignment by Chargors

The Chargors may not assign any of their rights, or transfer any of their rights or obligations, under this deed.

21 Set-off

21.1 Bank's right of set-off

The Bank may at any time set off any liability of the Chargors to the Bank against any liability of the Bank to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Bank may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Bank of its rights under this clause 21 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

21.2 No obligation to set off

The Bank is not obliged to exercise its rights under clause 21.1. If, however, it does exercise those rights it must promptly notify the Chargors of the set-off that has been made.

21.3 Exclusion of Chargors' right of set-off

All payments made by a Chargor to the Bank under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

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

- (a) 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.
- (b) 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 Bank 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

23.1 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 Counterparts

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.

25 Third party rights

25.1 Third party rights

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.

26 Further provisions

26.1 Independent security

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

26.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Bank discharges this deed in writing.

26.3 Discharge conditional

Any release, discharge or settlement between the Chargors and the Bank shall be deemed conditional on no payment or security received by the Bank in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Bank or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Bank deems necessary to provide the Bank with security against any such avoidance, reduction or order for refund; and
- (b) the Bank may recover the value or amount of such security or payment from the Chargors subsequently as if the release, discharge or settlement had not occurred.

26.4 Certificates

A certificate or determination by the Bank as to any amount for the time being due to it from the Chargors shall be, in the absence of any manifest error, conclusive evidence of the amount due.

26.5 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

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

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:

- (i) the Chargors at:

For **Dandi Holdings Limited**:

Address: 30 Bristol Gardens, London, England, W9 2JQ

FAO: Ali Reza Ravanshad

Email: alireza@dandi.com

For **A.S.M. Property Developments (UK) Ltd**:

Address: Park View 183 - 189 The Vale, London, W3 7RW

FAO: Sanik Karia and Mahmood Ismailjee

Email: Sanik@jemline.net and Mahmood@jemline.net

- (ii) the Bank at:

Address: Bank of London and The Middle East plc, Cannon Place, 78 Cannon Street, London EC4N 6HL

Email: operations@blme.com

Attention: Head of Operations

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

27.2 Receipt by Chargor

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

- (a) if delivered by hand, at the time it is left at the relevant address; and
- (b) 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(a) or clause 27.2(b) on a day which 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 Bank

Any notice or other communication given to the Bank 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 arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) 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 arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Bank to take proceedings against the Chargors 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

Each Chargor 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

FORM OF POWER OF ATTORNEY AND PROXY

DATED

20__

PARTIES

[●] of [●] (the "**Chargor**").

BACKGROUND:

The Chargor has determined to appoint the Attorneys (as defined below) to be the Chargor's attorney(s)-in-fact for the purposes noted below.

IT IS AGREED:

The Chargor hereby irrevocably makes, constitutes and appoints each of Bank of London and The Middle East plc and any officer or agent from time to time of Bank of London and The Middle East plc (the "**Attorneys**") to be the true and lawful attorneys-in-fact of the Chargor for and in the name of and on behalf of the Chargor, acting jointly or singly, to do and execute all and any of the acts, things and other matters following, namely:

1. to act as the proxy and attorneys in-fact of the Chargor to vote the share(s) (the "**Shares**") held by the Chargor in the capital of [●] (the "**Company**") at all or any general meetings of shareholders or stockholders of the Company and to requisition and convene a meeting or meetings of the shareholders or stockholders of the Company;
2. to approve, amend, complete, date, execute and deliver any other document (including any document appointing a substitute Attorney) which the Attorneys or any of them shall think necessary, advisable, convenient or otherwise desirable for the purposes of implementing or otherwise giving effect to the transactions contemplated by the matters referred to in paragraph 1 above (such documents being referred to in this Power of Attorney and Proxy as "**Ancillary Documents**");
3. to execute under hand or personal seal of the Chargor and deliver on behalf of and in the name of the Chargor all or any of the Ancillary Documents;
4. to make any amendments to any of the Ancillary Documents (including any change of parties thereto) as the Attorneys or any of them think necessary, advisable, convenient or otherwise desirable and to approve, amend, complete, date, execute under hand, personal seal or the common seal of the Chargor and deliver any document which effects or otherwise evidences such amendment;
5. to do any act or other thing which the Attorneys or any of them shall think necessary, advisable, convenient or otherwise desirable in connection with or in relation to the transactions contemplated by the Ancillary Documents; and
6. to make any payment(s) and accept any payment(s) on behalf of the Chargor which are required to be made or accepted for the purposes of the transactions contemplated by any of the Ancillary Documents.

AND IT IS FURTHER AGREED AND DECLARED THAT:

1. The Chargor hereby ratifies and confirms, and agrees to ratify and confirm, any acts and other things whatsoever that the Attorneys or any of them shall do or purport to so by virtue of this Power of Attorney and Proxy including (without prejudice to paragraph 3 below) any such acts and things done between the time of revocation of this Power of Attorney and Proxy and the time of that revocation becoming known to the Attorneys.

2. The Chargor hereby authorises and empowers the Attorneys and any of them to acknowledge in the name and as the act and deed of the Chargor this Power of Attorney and Proxy, that this Power of Attorney and Proxy has been executed as a deed and to register and record this Power of Attorney and Proxy in any office and/or registry in any country and to procure to be done any and every other act and thing whatsoever which may in any way be necessary, advisable, convenient and otherwise desirable for authenticating and otherwise giving full effect to this Power of Attorney and Proxy according to the law and usages of any country as fully and effectually as could the Chargor.
3. This Power of Attorney and Proxy is irrevocable and shall remain irrevocable and in full force and effect until such time as the Secured Obligations (as that expression is defined in a charge over shares (the "**Charge over Shares**") dated _____ between the (1) Chargor and (2) Bank of London and The Middle East plc) have been paid, performed and discharged in full and the Charge over Shares has been fully and irrevocably discharged and released by Bank of London and The Middle East plc.
4. This Power of Attorney and Proxy is coupled with an interest and is given as further security for the due and punctual performance payment and discharge of the Secured Obligations (as that expression is defined in the Charge over Shares).
5. By the execution of this Power of Attorney and Proxy, the Chargor undertakes to indemnify, and hereby indemnifies, each of the persons named above as Attorneys (and any substitutes or delegates of such Attorneys) of the Chargor from and against all actions, proceedings, losses, costs, damages, expenses, claims, demands and other liabilities of any nature whatsoever which any or all of them may suffer or otherwise incur by reason of their acting pursuant to or in reliance on this Power of Attorney and Proxy.
6. This Power of Attorney and Proxy may only be exercised by the Attorney after an Event of Default (as such term is defined in the Master Murabaha Agreement) has occurred.
7. This Power of Attorney and Proxy shall be governed by and construed in accordance with the laws of England & Wales.

In witness of which this Power of Attorney and Proxy has been duly executed by the Chargor as a deed on the first date specified on page 1 of this Power of Attorney and Proxy.

EXECUTED by [●])	_____
 WITNESS TO THE ABOVE SIGNATURE)	_____
FULL NAME)	_____
DESCRIPTION)	_____
ADDRESS)	_____

Schedule 2

FORM OF LETTER OF RESIGNATION

To: [●]
(the "Company")

Date:

Dear Sirs

Letter of Resignation in relation to the Company

I hereby resign as a Director of the Company and confirm that I have no claims against the Company for loss of office, arrears of pay or otherwise howsoever.

This resignation is to be effective as at the date of this letter. You are hereby irrevocably authorised and irrevocably instructed to complete and date this letter by dating the same with the same date as you are directed to do so by Bank of London and The Middle East plc but not otherwise.

Yours faithfully

.....
Director
Name: [●]

Schedule 3

DIRECTORS AND OFFICERS LETTER OF AUTHORITY

To: Bank of London and The Middle East plc

Date:

Dear Sirs

[●] (the "Company")

I hereby unconditionally and irrevocably authorise you to date, deliver, give full effect to and otherwise complete the resignation letter in respect of the Company deposited by me with you pursuant to the charge over shares dated _____ (the "**Charge over Shares**") between (1) [●] and (2) Bank of London and The Middle East plc, following the occurrence of an Event of Default (as defined in the Charge over Shares whether by incorporation by reference of otherwise).

Yours faithfully

.....
Name of Director/ Officer: [●]

Schedule 4

NOTICE OF CHARGE

To: [●], (the "Company")

Date:

Dear Sirs

Share Charge

I hereby notify you that pursuant to a charge over shares dated _____ between (1) [●] (the "**Chargor**") and (2) Bank of London and The Middle East plc (the "**Share Charge**"), the Chargor has granted a security interest over all its shares standing in its name in the Company and at any time after Bank of London and The Middle East plc notifies you that an Event of Default (as defined in the Charge over Shares whether by incorporation by reference of otherwise) has occurred and is continuing you may take such steps to register Bank of London and The Middle East plc (or its nominee) as the registered holder of the shares pursuant to the Share Charge.

Yours faithfully

.....
[●]

EXECUTION PAGE

The Chargors

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

Director

Signature of Witness:

Name:

Address:

Occupation:

Executed as a deed by
**A.S.M. PROPERTY DEVELOPMENTS
(UK) LTD**
acting by a director,
in the presence of:

Director



Signature of Witness:

Name:

Address:

Occupation:

Bank

EXECUTED as a DEED by BANK OF LONDON AND THE MIDDLE EAST PLC acting by its duly authorised attorney in the presence of a witness:	
Authorised attorney signature: 	Witness signature: 
Authorised attorney name: <u>PAUL DE CROOS</u>	Witness name: <u>REBECCA DE CROOS</u>
	Witness address: <u>79 PENNYROYAL PLACE</u> <u>HARWELL, DIDCOT OX11 6FY</u>
	Witness occupation: