Company name: Care without Compromise Limited
Company number: 06511464

Received for Electronic Filing: 02/07/2015

Details of Charge

Date of creation: 29/06/2015
Charge code: 0651 1464 0006
Persons entitled: BARCLAYS BANK PLC
Brief description: CAERNWYDD FARM, PEMBREY ROAD, KIDWELLY, CARMARTHENSIRE, SA16 0YE
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: PAULA ADAMS
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 6511464

Charge code: 0651 1464 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2015 and created by Care without Compromise Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2015.

Given at Companies House, Cardiff on 3rd July 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006.
This Legal Charge
made the 29th day of June 2015

Between (1) CARE WITHOUT COMPROMISE LIMITED
24 BEECHWOOD GROVE PENCOED BRIDgend GLAMORGAN
("the Mortgagor")

and (2) Barclays Bank PLC
("the Bank")

We certify that this is a true copy of the original
Signed:
JCP Solicitors Limited
Venture Court
Waterside Business Park
Valley Way
Swansea
SA6 8QP

Witnesses and it is agreed and declared as follows:-

1. The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor’s account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and will on such demand also retire all bills or notes which may for the time being be under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor maker or indorser without any deduction whatsoever.

2. (i) The Mortgagor with full title guarantee hereby charges by way of legal mortgage ALL THAT the property referred to in the schedule hereto ("the Mortgaged Property") with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor

(ii) The Mortgagor covenants with the Bank that during the continuance of this security the Mortgagor will not (without the prior written consent of the Bank) create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the Mortgaged Property and hereby requests (if the Mortgaged Property is registered at the Land Registry) the Chief Land Registrar to enter the following restriction into the register in favour of the Bank:

"No Disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date] in favour of Barclays Bank PLC of P.O. Box 16276 Birmingham B2 2XZ as referred to in the charges register"

(iii) The Mortgagor undertakes to the Bank in respect of the Mortgaged Property (where the Mortgaged Property is leasehold) as follows:-
Subject to whether such consent has been obtained, the principal of the mortgagee, the bank may appoint a manager or any other person of its own choosing as the manager of the mortgaged property, and to hold and enjoy the same in the manner of an owner, for the purposes of realising the mortgage security.

4. During the continuance of this security, the mortgagor shall have no liberty or other power to transfer or dispose of the mortgaged property or any part thereof.

5. Section 93 of the Law of Property Act 1972 dealing with the consolidations of mortgages shall not apply to this security.

6. If any time after the bank shall have demanded payment of any money hereby secured, or

7. Process of any judgment, whether such consent has been obtained, the principal of the mortgagee, the bank may appoint a manager or any other person of its own choosing as the manager of the mortgaged property, and to hold and enjoy the same in the manner of an owner, for the purposes of realising the mortgage security.

8. During the continuance of this security, the mortgagor shall have no liberty or other power to transfer or dispose of the mortgaged property or any part thereof.

9. Section 93 of the Law of Property Act 1972 dealing with the consolidations of mortgages shall not apply to this security.
Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.

(b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge (including the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.

(c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

(d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank’s powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-

(i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;

(ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;

(iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise;

(iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;

(v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;

(vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;

(vii) to make any arrangement or compromise which the Bank or he shall think fit;

(viii) to make and effect all repairs improvements and insurances;

(ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;

(x) to do all such other acts and things as may he considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid
The charge hereby created shall be in addition and without prejudice to any and every other remedy
the mortgagee hereunder may be exercised by the bank whether as owner of the
property or otherwise.

Any powers of the recipient hereunder may be exercised by the bank whether as owner of the
property or otherwise.

In no circumstances shall the bank be liable to account to the mortgagee as mortgagee in
possession of the borrower's entire, or any part of the property.

The appointment of successors in

The absolute discretion shall be given to

The statutory powers of sales and according

The statutory powers of sales and according

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lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.

10. The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Mortgagor or affecting the Mortgagor’s liability under these presents or the security hereby created.

11. This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.

12. The Bank shall on receiving notice that the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor’s then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor’s credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice.

13. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.

14. The Mortgagor hereby covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.

15. The Mortgagor hereby covenants with the Bank that:-

(a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;

(b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.

16. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.

17. In these presents where the context so admits the expression “the Mortgagor” shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression “the Bank”
The Schedule above referred to

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<th>Date</th>
<th>Description (Conveyance, Lease, Assignment, Mortgage, Assent, etc.)</th>
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The Freehold property known as or being CAERNWYDD FARM PEMBREY ROAD KIDWELLY CARMARTHENSHIRE comprised in the document(s) particulars of which are set out below:

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<td>CYM 136561</td>
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In Witness whereof the Mortgagor has executed these presents as a deed the day and year first above written.

D. K. Price, Director

Company's Registered Number 08511464

Witness

(If sole signatory only)
The address of the Bank for service is:

Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway Birmingham B2 2XE
(a) Manager

For and on behalf of BARCLAYS BANK PLC

made by the within named Mortgagee secured by the within Mortgagee Deed the payment having been that he has received the balance of the money (including interest and
day of
Barclays Bank PLC hereby acknowledges this

the law of Property Act 1925
Receipt pursuant to section 115 of


Release

FOR USE ONLY IN THE CASE OF UNREGISTRED LAND