



Registration of a Charge

Company name: **JACJ LIMITED**

Company number: **10717835**

Received for Electronic Filing: **26/11/2018**



X7JJLE9M

Details of Charge

Date of creation: **23/11/2018**

Charge code: **1071 7835 0002**

Persons entitled: **BUYOLOGY LTD**

Brief description: **85 LOWER REDLAND ROAD BRISTOL BS6 6SP REGISTERED AT THE
LAND REGISTRY UNDER TITLE NUMBER AV71284**

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: **JUNE ENGLAND**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10717835

Charge code: 1071 7835 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2018 and created by JACJ LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th November 2018 .

Given at Companies House, Cardiff on 28th November 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

23rd November 2018

**LEGAL MORTGAGE OF PROPERTY FROM A COMPANY SECURING SPECIFIC
MONIES (OWN LIABILITY)**

between

JACJ LIMITED

and

BUYOLOGY LIMITED

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THIS DEED is dated the 22nd day of November 2018

PARTIES

- (1) JACJ LIMITED a company incorporated in England and Wales (Company No 10717835) whose registered office is at 19 Royal York Crescent Bristol BS8 4JY (**BORROWER**).
- (2) BUYOLOGY LIMITED a company incorporated in England and Wales (Company No 05946390) whose registered office is at Barley Wood Stables Long Lane Wrington Bristol BS40 5SA (**LENDER**).

BACKGROUND

- (A) The Lender has agreed to provide the Borrower with the Loan on a secured basis.
- (B) The Borrower is the owner of the Property.
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan.
- (D) The Loan will be repaid on the Repayment Date.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this mortgage.

Business Day: a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London.

Encumbrance: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Enforcement Date: means the date on which the Lender demands the payment or discharge of all or any part of the Secured Liabilities or, if earlier, the date on which an application is made or other action is taken for the administration of the Borrower.

Event of Default: any event or circumstance listed in Schedule 5.

Interest: Interest on the Loan to be charged at the Interest Rate, to be paid as to one half monthly and as to the other half on the Repayment Date

Interest Rate: Two per cent per month on the Loan

Loan: the initial sum of £200,000 (Two Hundred Thousand Pounds) to be paid to the Borrower on the date of this deed together with further sums during the Security Period of up to £300,000 Three Hundred Thousand Pounds making a total principal sum of Five Hundred Thousand Pounds (£500,000) .

LPA 1925: the Law of Property Act 1925.

Property: the freehold property owned by the Borrower described in Schedule 1.

Repayment Date: the 24th day of ^{November} ~~2020~~ 2019

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan and this mortgage.

Security Period: the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

VAT: value added tax.

1.2 Interpretation

In this legal mortgage:

- (a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this mortgage and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;
- (e) a reference to **this mortgage** (or any provision of it) or any other document shall be construed as a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;
- (f) a reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;
- (g) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly); and
- (h) clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.
- (i) if there is an inconsistency between a defined term in this mortgage and in the Agreement, the provisions of this mortgage shall prevail.

1.3 Nature of security over real property

A reference in this mortgage to a charge or mortgage of, or over, the Property includes:

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.4 Third party rights

A third party (being any person other than the Borrower, the Lender and its permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this mortgage.

1.5 Schedules

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

2. LOAN

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage.

3. PURPOSE OF LOAN

The Borrower shall use the Loan to develop the Property.

4. COVENANT TO PAY

The Borrower shall pay to the Lender

4.1 the Loan on the Repayment Date

4.2 Interest as follows:

4.2.1 Monthly instalments at 1% per month on the amount of the Loan to be paid on the last day of each month

4.2.2 On the Repayment Date the balance of the Interest owing (so that, for example, on the initial sum of £200,000 interest is payable by monthly payments of £2000 and by a final payment of £24,000 on the Repayment Date)

4.3 If there is an Event of Default, then, without prejudice to any remedies of the Lender, the Borrower shall forthwith pay the Lender the Secured Liability then outstanding in full.

5. GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal mortgage.

6. PERFECTION OF SECURITY

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

"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 23.11. 2018 in favour of Buyology Limited referred to in the charges register or their conveyancer."

7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in Schedule 2 on each day during the Security Period.

8. COVENANTS

The Borrower covenants with the Lender in the terms set out in Schedule 3.

9. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 4.

10. ENFORCEMENT OF SECURITY

10.1 When security becomes enforceable

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable.

10.2 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

11. COSTS AND INDEMNITY

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

This mortgage or the Property.

Suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.

12. RELEASE

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this mortgage.

13. ASSIGNMENT AND TRANSFER

13.1 Assignment by the Lender

The Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person.

13.2 Assignment by the Borrower

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

14. CONTINUING SECURITY

14.1 Continuing security

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

14.2 Rights cumulative

The rights and powers of the Lender conferred by this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

14.3 Waivers

Any waiver or variation of any right by the Lender (whether arising under this mortgage or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given, and shall not prevent the Lender from subsequently relying on the relevant provision.

14.4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

14.5 Delay

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

14.6 Counterparts

This mortgage may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

14.7 No responsibility for loss

Neither the Lender nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed.

14.8 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable to account as mortgagee of heritable creditor in possession in respect of all or any of the Property or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

14.9 Partial Invalidity

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

15. NOTICES

15.1 Service

Each notice or other communication required to be given under, or in connection with, this mortgage shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax; and
- (b) sent:
 - (i) to the Borrower at: 19 Royal York Crescent Bristol BS8 4JY
 - (ii) to the Lender at: Barley Wood Stables Long Lane Wrington Bristol BS40 5SA

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

15.2 Receipt by Borrower

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

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given 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.

15.3 Receipt by Lender

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

16. GOVERNING LAW

This mortgage 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.

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

Schedule 1 Property

85 Lower Redland Road Redland Bristol BS6 6SP as is registered at the Land Registry under
Title Number AV71284

Schedule 2 Representations and warranties

1. OWNERSHIP OF PROPERTY

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property.

2. NO ENCUMBRANCES

The Property is free from Encumbrances.

3. ADVERSE CLAIMS

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

4. ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

5. NO BREACH OF LAWS

There is no breach of any law or regulation which materially adversely affects the Property.

6. NO INTERFERENCE IN ENJOYMENT

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

7. NO OVERRIDING INTERESTS

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

8. AVOIDANCE OF SECURITY

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

9. NO PROHIBITIONS OR BREACHES

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets.

Schedule 3 Covenants

Part 1. General covenants

1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Borrower shall not at any time, except with the prior written consent of the Lender:

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of a third party.

2. PRESERVATION OF PROPERTY

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

3. ENFORCEMENT OF RIGHTS

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may require from time to time.

4. COMPLIANCE WITH LAWS

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property.

5. NOTICE OF BREACHES

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of:

- (a) any representation or warranty set out in Schedule 2; and
- (b) any covenant set out in Schedule 3.

Part 2. Property covenants

1. REPAIR AND MAINTENANCE

The Borrower shall keep all premises, and fixtures and fittings on the Property in good repair and condition and shall keep the Property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

2. NO ALTERATIONS

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

- (a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
- (b) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 1 of this Part 2 of Schedule 3).

2.2 The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

3. DEVELOPMENT RESTRICTIONS

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

- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or
- (b) carry out or permit or allow any development, as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008, to be carried out on the Property or change or permit or allow the use of the Property to be changed.

4. INSURANCE

4.1 The Borrower shall insure and keep insured [(or where insurance is the responsibility of the landlord under the terms of the lease, procure that the landlord insures and keeps insured] the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord reasonably requires to be insured against from time to time.

4.2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 4.1 of this Part 3, Schedule 3 (or where such insurance is effected by the landlord, such evidence of insurance as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

5. INSURANCE PREMIUMS

The Borrower:

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and
- (b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

6. NO INVALIDATION OF INSURANCE

The Borrower shall not do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property.

7. INSURANCE POLICIES' PROCEEDS

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall:

- (a) immediately be paid to the Lender; or
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower upon trust for the Lender.

8. LEASES AND LICENCES AFFECTING THE PROPERTY

The Borrower shall not, without the prior written consent of the Lender which consent, in the case of paragraph 8(d), is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent:

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

9. NO RESTRICTIVE OBLIGATIONS

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or

permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

10. PROPRIETARY RIGHTS

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

11. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Borrower shall:

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

12. NOTICES OR CLAIMS RELATING TO THE PROPERTY

The Borrower shall:

- 12.1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.
- 12.2 If the Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire.

13. PAYMENT OF OUTGOINGS

The Borrower shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier.

14. RENT REVIEWS

The Borrower:

- (a) shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Lender, agree to any change in rent to less than the open market rental value of the relevant part of the Property; and

- (b) shall not, without the prior written consent of the Lender, if the Property is leasehold, agree to any change in the rent payable under the lease in excess of the open market rental value and shall only agree to any upwards rent review in accordance with the terms of the lease

15. INSPECTION

The Borrower shall permit the Lender and any person appointed by them to enter on and inspect the Property on reasonable prior notice.

16. VAT OPTION TO TAX

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

- 16.1 Exercise any VAT option to tax in relation to the Property.
- 16.2 Revoke any VAT option to tax exercised prior to and disclosed to the Lender in writing prior to the date of this mortgage.

Schedule 4 Powers of the Lender

1. POWERS ON ENFORCEMENT

At any time on or after the Enforcement Date, or if requested by the Borrower, the Lender may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred on mortgagees by the Law of Property Act 1925, as varied or extended by this Deed, and all the power and discretions conferred by this Deed on a Receiver either expressly or by reference.

2. STATUTORY POWER OF LEASING

The Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

3. CONTINGENCIES

3.1 If the Lender enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

3.2 The Lend may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

- (a) Paying all costs, charges and expenses incurred and payments made by the Lender (or the Receiver) in the course of such enforcement;
- (b) Paying remuneration to the Receiver as and when the same becomes due and payable; and
- (c) Paying amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable

4. POWER OF SALE AND RIGHT OF CONSOLIDATION

Sections 93 and 103 of the Law of Property Act 1925 do not apply to the security constituted by this Deed.

Schedule 5 Events of Default

1. NON-PAYMENT

The Borrower fails to pay any sum payable by it under this mortgage when due, unless its failure to pay is caused solely either by:

- 1.1 An administrative error or technical problem and payment is made within five Business Days of its due date.
- 1.2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under this mortgage.

2. NON-COMPLIANCE

The Borrower fails (other than a failure to pay) to comply with any provision of this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 10 Business Days of the earlier of:

- 2.1 The Lender notifying the Borrower of the default and the remedy required.
- 2.2 The Borrower becoming aware of the default.

3. MISREPRESENTATION

Any representation, warranty or statement made by the Borrower in relation to this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

4. INSOLVENCY

- 4.1 The Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due.
- 4.2 An application or other action taken for the administration or liquidation of the Borrower.

5. APPOINTMENT AND POWER OF RECEIVER

5.1 Appointment

- (a) At any time on or after the Enforcement Date, or if requested by the Borrower, the Lender may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Property or any part thereof.
- (b) Where more than one Receiver is appointed, each joint Receiver shall have power to act severally independently of any other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment.

- (c) The Lender may (subject to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place and may (subject to the provisions of any applicable law) replace an administrator of the Borrower previously appointed by the Lender where there is a vacancy in such office.

5.2 Receiver as agent

A Receiver shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.

5.3 Powers of Receiver

A Receiver shall have all the power conferred from time to time of receivers, administrative receivers and administrators by statute and power on behalf and at the expense of the Borrower to do, or omit to do, anything which the Borrower could do, or omit to do, in relation to the Property or any part thereof including:

- (a) Take possession of, collect and get in, and give a good discharge for, all or any of the Property; and/or
- (b) Exercise in respect of the Property all voting or other powers or rights available to a registered or other holder in such manner as he may think fit; and/or
- (c) Carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Borrower or any part thereof; and/or
- (d) Lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss of damage; and/or
- (e) Raise or borrow any money from or incur any other liability to the Lender or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Property ranking in priority to this security or otherwise; and/or
- (f) Sell, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Property for such consideration and generally on such terms and conditions as he may think fit and the consideration for such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all the Secured Liabilities; and/or
- (g) Promote the formation of companies with a view to the same becoming a Subsidiary of the Borrower and purchasing, leasing, licensing or otherwise acquiring interest in all or any of the Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Property on such terms and conditions as he may think fit; and/or

- (h) Make any arrangement or compromise or enter into, or cancel, any contracts which he shall think expedient; and/or
- (i) Make and effect such repairs, renewals and improvements to the Property or any part thereof as he may think fit and maintain, renew, take out or increase insurances; and/or
- (j) Appoint managers, agents, officers and employees for any of the purposes referred to in this clause 5.5; and/or
- (k) Make calls conditionally, or unconditionally, on the members of the Borrower in respect of uncalled capital; and/or
- (l) Institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Property or any part thereof or submit to arbitration as he may think fit; and/or
- (m) Delegate his power in accordance with clause 4; and/or
- (n) Sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or power referred to in this clause 5.5 or to the realisation of the security created by or pursuant to this Deed and to use the name of the Borrower for all the purposes referred to in this clause 5.5.

5.4 Remuneration

The Lender may from time to time determine the remuneration of any Receiver and section 109(6) of the Law of Property Act 1925 shall be varied accordingly.

6. APPLICATION OF PROCEEDS

All moneys received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Property, in or towards satisfaction of such of the Secured Liabilities and in such order as the Lender in its absolute discretion may from time to time conclusively determine, except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time conclusively determine and the Receiver may retain the same for such period as he and the Lender consider expedient.

7. PROTECTION OF THIRD PARTIES

7.1 Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the Law of Property Act 1925) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Lender by the Law of Property Act 1925, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed.

7.2 No enquiry required

No purchaser or other person dealing with the Lender or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money is due on the security of this Deed or as to the property or regularity of any sale by, or other dealing with, the Lender or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

8. DELEGATION

The Lender and the Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Lender or such Receiver (as the case may be) may think fit. Neither the Lender nor any Receiver will be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

9. INDEMNITIES

9.1 Enforcement Costs

The Borrower shall on demand, indemnify the Lender against any cost, loss or liability incurred by the Lender or by any Receiver as a result of the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Property.

9.2 Indemnity from Property

The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the officers and employees of the Lender and any such Receiver, attorney, agent or other person (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Property in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

- (a) Anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or
- (b) Any breach by the Borrower of any of its obligations under this Deed; or
- (c) Any claim made or asserted against an Indemnified Party which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

10. POWER OF ATTORNEY

10.1 Power of Attorney

The Borrower, by way of security (and to secure proprietary interests of any delegates), irrevocably appoints each of the Lender and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf:

- (a) To execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Property or for vesting the same in the Lender, its nominee or any purchaser; and
- (b) Otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in of the Property or any part thereof or in connection with any other exercise of any power under this Deed.

10.2 Ratification


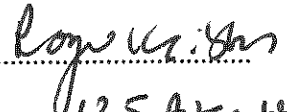
The Borrower ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to clause 10.1 shall do, or purport to do, in the exercise of his powers under clause 10.1.

Signed as a deed by

JACJ LIMITED

Acting by one director

in the presence of:


.....

.....
135 Abce wev
b1570.1
Solicitor