



Registration of a Charge

Company Name: **JKJDREAMS LIMITED**

Company Number: **14341693**



Received for filing in Electronic Format on the: **20/06/2023**

XC62DJ3M

Details of Charge

Date of creation: **16/06/2023**

Charge code: **1434 1693 0002**

Persons entitled: **ASCOT BRIDGING FINANCE 4 LIMITED**

Brief description: **71 LEVEN STREET MIDDLESBROUGH CLEVELAND TS1 4HP**

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: **LIGHTFOOTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14341693

Charge code: 1434 1693 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2023 and created by JKJDREAMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th June 2023 .

Given at Companies House, Cardiff on 21st June 2023

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 16th June 2023

JKJDreams Limited
as Borrower

ASCOT BRIDGING FINANCE 4 LIMITED
as Lender

LEGAL CHARGE

THIS LEGAL CHARGE is dated

16th June

2023

PARTIES

- (1) **JKJDreams Limited** incorporated in England and Wales with the Company number of 14341693 of Suite 3, 2nd Floor, 760 Eastern Avenue, Ilford, Essex. IG2 7HU as borrower (the "**Borrower**"); and
- (2) **ASCOT BRIDGING FINANCE 4 LIMITED** (a company incorporated in England and Wales with company number 13970023) as lender (the "**Lender**").

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed (this "**Deed**");

- | | |
|--------------------------------|---|
| "Charged Assets" | means all the assets, property and undertaking of the Borrower which are, or are intended to be, subject to the Encumbrances created by, or pursuant to, this Deed (and references to the Charged Assets shall include references to any part of them); |
| "Delegate" | means any person appointed by the Lender or any Receiver under clause 11 and any person appointed as attorney of the Lender, Receiver or Delegate; |
| "Environment" | means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

<ol style="list-style-type: none">(a) air (including air within natural or man-made structures, whether above or below ground);(b) water (including territorial, coastal and inland waters, water under or within land and water in drains and sewers); and(c) land (including land under water); |
| "Environmental Law" | all applicable statutes, treaties, regulations, directives or similar measures relating to (i) the pollution or protection of the Environment, (ii) the conditions of the workplace, or (iii) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including any waste; |
| "Environmental Licence" | means any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Assets; |
| "Event of Default" | means each of the events or circumstances specified as an Event of Default under the Facility Agreement; |

"Facility Agreement"	means the facility agreement dated on or about the date of this Deed between the Borrower and the Lender;
"Insurance Policy"	means each contract and policy of insurance effected or maintained by the Borrower from time to time relating to the Property;
"LPA 1925"	means the Law of Property Act 1925;
"Property"	means the Freehold property known as 71 Leven Street Middlesbrough Cleveland TS1 4HP and registered at HM Land Registry under title number CE186018;
"Receiver"	means a receiver or receiver and manager appointed by the Lender under clause 11;
"Rental Income"	means all amounts paid or payable to or for the account of the Borrower in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Property;
"Secured Liabilities"	means all present and future obligations and liabilities of the Borrower to the Lender whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, together with all interest (including default interest) accruing in respect of those obligations or liabilities;
"Security Period"	means the period starting on the date of this Deed 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; and
"Valuation"	means any valuation relating to the Property supplied to the Lender by the Borrower (or on its behalf).

1.2 Interpretation

1.2.1 The following rules of interpretation apply in this Deed:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- (b) a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective successors, permitted assigns and permitted transferees;

- (e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (f) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (g) a reference to a time of day is to London time;
- (h) a reference to writing or written includes fax and email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to this Deed (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause is to a clause of this Deed;
- (l) any words following the terms including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (n) a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (o) a reference to continuing in relation to an Event of Default means an Event of Default that has not been waived by the Lender in writing;
- (p) a reference to determines or determined means, unless the contrary is indicated, a determination made at the discretion of the person making it; and
- (q) a reference to dispose of any asset, undertaking or business includes a sale, lease, licence, transfer, loan or other disposal by a person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions).

1.2.2 Unless otherwise defined in this Deed, a term defined in the Facility Agreement shall have the same meaning when used in this Deed or any notices, acknowledgments or other documents issued under or in connection with this Deed.

1.3 Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower, or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 Nature of security over real property

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

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- 1.4.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.4.3 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
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

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

1.6 Signed as a deed

This Deed shall take effect as a deed notwithstanding that the Lender may sign it under hand.

2. COVENANT TO PAY

- 2.1 The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.
- 2.2 The Borrower covenants with the Lender to pay interest on any amounts due but unpaid under clause 2.1 from day to day until full and irrevocable discharge (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate which is 4 per cent. per annum higher than the rate which would have been payable if the overdue amount had been paid when due, provided that, in the case of any cost or expense, such interest shall accrue and be payable as from the date on which the relevant cost or expense arose without the necessity for any demand being made for payment.

3. GRANT OF SECURITY

3.1 Legal mortgage and fixed charges

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

- 3.1.1 by way of a first legal mortgage, the Property; and
- 3.1.2 by way of a first fixed charge:
 - (a) to the extent not effectively mortgaged under clause 3.1.1, the Property;
 - (b) all its rights, title and interest in and to:

- (i) each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy,
- (ii) the Rental Income and the benefit of any guarantee or security in respect of the Rental Income; and
- (iii) all its rights in each agreement or instrument relating to the Property and the benefit of any guarantee or security for the performance of such agreement or instrument,

in each case, to the extent not effectively assigned under clause 3.2; and

- (c) all licenses, consents and authorisations held or required in connection with its business carried on at the Property or the use of any Charged Asset, and all rights in connection with them.

3.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns absolutely to the Lender, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 3.2.1** all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
- 3.2.2** the Rental Income and the benefit of any guarantee or security in respect of the Rental Income; and
- 3.2.3** all its rights in all contracts, guarantees, appointments and warranties relating to the Charged Assets and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Assets or otherwise relating to the Charged Assets (including, in each case the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them),

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

4. PERFECTION OF SECURITY

The Borrower consents to an application being made by, or on behalf of, the Lender to HM Land Registry for a 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 in favour of Ascot Bridging Finance 4 Limited referred to in the charges register or their conveyancer."

5. REPRESENTATIONS AND WARRANTIES

5.1 Times for making representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to the Lender on the date of this Deed and these representations and warranties 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.

5.2 Ownership of Charged Assets

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

5.3 No Encumbrances

The Charged Assets are free from Encumbrances other than Encumbrances created by this Deed.

5.4 No adverse claims

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

5.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that affect the Charged Assets.

5.6 No breach of laws

There is no breach of any law or regulation that affects the Charged Assets.

5.7 No interference in enjoyment

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

5.8 Avoidance of security

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

5.9 No overriding interests

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

5.10 No prohibitions or breaches

There is no prohibition on the Borrower assigning its rights in any of the Charged Assets referred to in clause 3 and the entry into of this Deed by the Borrower does not, and will not, constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

5.11 Environmental compliance

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

5.12 Information for Valuations

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

5.12.2 The information referred to in clause 5.12.1 was, at its date or at the date (if any) on which it was stated to be given, complete and the Borrower did not omit to supply any information that, if disclosed, would adversely affect the Valuation.

5.13 Avoidance of security

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

5.14 Enforceable security

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

6. GENERAL COVENANTS

6.1 Negative pledge and disposal restrictions

The Borrower shall not at any time:

6.1.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Asset other than as permitted under the terms of the Facility Agreement;

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

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

6.2 Preservation of Charged Assets

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

6.3 Compliance with laws and regulations

6.3.1 The Borrower shall not use or permit the Charged Assets to be used in any way contrary to law.

6.3.2 The Borrower shall:

(a) comply with the requirements of any law or regulation relating to or affecting the Charged Assets or the use of it or any part of them;

(b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Assets or their

use or that are necessary to preserve, maintain or renew any Charged Asset;
and

- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Assets.

6.4 Enforcement of rights

The Borrower shall use its best endeavours to:

- 6.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Assets of the covenants and other obligations imposed on such counterparty; and
- 6.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Assets that the Lender may require from time to time.

6.5 Notice of misrepresentation and breach

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

- 6.5.1 any representation or warranty set out in this Deed that is incorrect or misleading when made or deemed to be repeated; and
- 6.5.2 any breach of any covenant set out in this Deed.

6.6 Title documents

The Borrower shall, on the execution of this Deed, deposit with the Lender and the Lender shall, for the duration of this Deed, be entitled to hold all deeds and documents of title relating to the Charged Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title).

6.7 Notices to be given by the Borrower

- 6.7.1 The Borrower shall on execution of this Deed and as so requested by the Lender from time to time, give notice to the relevant persons of the assignment of the Borrower's rights and interest under clause 3.2.1 and use reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.
- 6.7.2 The Borrower shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause 6.7.

7. PROPERTY COVENANTS

7.1 Repair and maintenance

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

7.2 No alterations

7.2.1 The Borrower shall not:

- (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 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 clause 7.1).

7.2.2 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.

7.3 Development restrictions¹

The Borrower shall not:

7.3.1 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

7.3.2 carry out, or permit or suffer to be carried out, on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit, or suffer to be changed, the use of the Property.

7.4 Insurance

7.4.1 The Borrower shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Assets against:

- (a) loss or damage by fire or terrorist acts, including any third-party liability arising from such acts;
- (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
- (c) any other risk, perils and contingencies as the Lender may reasonably require.

7.4.2 Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Lender and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Charged Asset (meaning, in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years, including provision for increases in rent during the period of insurance.

¹ Consider whether this clause can be deleted on a case by case basis.

- 7.4.3 The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 7.4.1 (or where, in the case of any leasehold property, that 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).
- 7.4.4 The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed on each Insurance Policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 7.4.1 but without the Lender having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.
- 7.4.5 The Borrower shall ensure that each Insurance Policy effected or maintained by it or any person on its behalf in accordance with clause 7.4.1 contains:
- (a) a loss payee clause under which the Lender is named as first loss payee (other than in respect of any claim under any public liability and third-party liability insurances);
 - (b) terms ensuring that it cannot be avoided or vitiated as against the Lender by reason of the act or default of any other insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party;
 - (c) a waiver of each insurer's rights of subrogation against the Borrower, the Lender and the tenants of the Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of the Property or any Insurance Policy; and
 - (d) terms ensuring that no insurer can repudiate, rescind or cancel it, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Lender.

7.5 Insurance premiums

The Borrower shall:

- 7.5.1 promptly pay all premiums in respect of each Insurance Policy required by clause 7.4.1 and do all other things necessary to keep that policy in full force and effect; and
- 7.5.2 (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy required by clause 7.4.1 (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).

7.6 No invalidation of insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy required by clause 7.4.1.

7.7 Proceeds from Insurance Policies

All monies payable under any Insurance Policy required by clause 7.4.1 shall (whether or not the security constituted by this Deed has become enforceable) be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this Deed has become enforceable or, if the Lender so directs, in or towards discharge or reduction of the Secured Liabilities.

7.8 Leases and licences affecting the Property

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

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

7.9 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 whatever in or over the whole or any part of the Property.

7.10 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.

7.11 Compliance with and enforcement of covenants

The Borrower shall:

- 7.11.1** 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
- 7.11.2** 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.

7.12 Notices or claims relating to the Property

- 7.12.1** The Borrower shall:

- (a) give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within five Business Days of becoming aware of the relevant Notice; and
- (b) (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, any objections or representations in respect of that Notice that the Lender thinks fit.

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

7.13 Payment of rent and outgoings

The Borrower shall:

- 7.13.1 where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- 7.13.2 pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

7.14 Environment

The Borrower shall in respect of the Property:

- 7.14.1 comply with all the requirements of Environmental Law; and
- 7.14.2 obtain and comply with all Environmental Licences.

7.15 Inspection

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

8. POWERS OF THE LENDER

8.1 Power to remedy

- 8.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed.
- 8.1.2 The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- 8.1.3 Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this Deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with the terms of the Facility Agreement.

8.1.4 In remedying any breach in accordance with this clause 8.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including carrying out any repairs, other works or development.

8.2 Exercise of rights

The rights of the Lender under clause 8.1 are without prejudice to any other rights of the Lender under this Deed. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.

8.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after an Event of Default has occurred, be exercised by the Lender in relation to any of the Charged Assets whether or not it has taken possession of any Charged Asset and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.4 Conversion of currency

8.4.1 For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 8.4) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.

8.4.2 Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.

8.4.3 Each reference in this clause 8.4 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.

8.5 New accounts

8.5.1 If the Lender receives, or is deemed to have received, notice of any subsequent Encumbrance or other interest, affecting all or part of the Charged Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

8.5.2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 8.5.1, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower 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 Lender.

8.6 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Borrower) 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 Borrower for the Secured Liabilities.

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 Security becomes enforceable

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 Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.

10. ENFORCEMENT OF SECURITY

10.1 Enforcement powers

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

10.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 9.1.

10.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

10.2 Extension of statutory powers of leasing

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

10.2.1 grant a lease or agreement for lease;

10.2.2 accept surrenders of leases; or

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

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

10.3 Redemption of prior Encumbrances

10.3.1 At any time when the security constituted by this Deed is enforceable, the Lender may:

(a) redeem any prior Encumbrance over any Charged Asset;

(b) procure the transfer of that Encumbrance to itself; and

- (c) settle and pass the accounts of the holder of any prior Encumbrance (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower).

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

10.4 Protection of third parties

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

10.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

10.4.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or

10.4.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

10.5 Privileges

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

10.6 No liability as mortgagee in possession

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

10.7 Relinquishing possession

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

10.8 Conclusive discharge to purchasers

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

11. RECEIVERS

11.1 Appointment

At any time when the security constituted by this Deed is enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of Deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets.

11.2 Removal

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

11.3 Remuneration

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

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 Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

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 Lender despite any prior appointment in respect of all or any part of the Charged Assets.

11.6 Agent of the Borrower

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

12. POWERS OF RECEIVER

12.1 Powers additional to statutory powers

12.1.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in clause 12.2 to clause 12.20.

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

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

12.1.4 Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Borrower or himself/herself.

12.2 Repair and develop the Property

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

12.3 Grant or accept surrenders of leases

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

12.4 Employ personnel and advisers

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

12.4.2 A Receiver may discharge any such person or any such person appointed by the Borrower.

12.5 Make and revoke VAT options to tax

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

12.6 Charge for remuneration

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

12.7 Take possession

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

12.8 Manage or reconstruct the Borrower's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower carried out at the Property.

12.9 Dispose of Charged Assets

A Receiver may grant options and licences over all or any part of the Charged Assets, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Assets, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Assets in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of by him/her.

12.10 Sever fixtures and fittings

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

12.11 Give valid receipts

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

12.12 Make settlements

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

12.13 Bring legal action

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

12.14 Insure

A Receiver may, if he/she thinks fit, but without prejudice to the indemnity in clause 15.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this Deed.

12.15 Form subsidiaries

A Receiver may form a subsidiary of the Borrower and transfer to that subsidiary any Charged Asset.

12.16 Borrow

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

12.17 Redeem prior Encumbrances

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

12.18 Delegation

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

12.19 Absolute beneficial owner

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

12.20 Incidental powers

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

12.20.1 may consider necessary or desirable for realising any of the Charged Assets;

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

12.20.3 lawfully may or can do as agent for the Borrower.

13. DELEGATION

13.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this Deed (including the power of attorney granted under clause 17).

13.2 Terms

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

13.3 Liability

Neither the Lender nor any Receiver shall 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 Delegate.

14. APPLICATION OF PROCEEDS

14.1 Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed, 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:

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

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

14.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

14.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

14.3 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this Deed:

14.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to suspense account;

14.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and

14.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

15. COSTS AND INDEMNITY

15.1 Costs

The Borrower shall on demand, pay to, or reimburse, the Lender, each Receiver and any Delegate, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including legal expenses) incurred by the Lender, a Receiver or any Delegate in connection with:

15.1.1 the Charged Assets and this Deed;

15.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the Lender's, a Receiver's or any Delegate's rights under this Deed; or

15.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

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

15.2 Indemnity

15.2.1 The Borrower shall indemnify the Lender, each Receiver and any Delegate, and each of their respective employees and agents against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

(a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged 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 Borrower in performing any of its obligations under this Deed.

15.2.2 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

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

- 16.1.1 creating, perfecting or protecting the security created or intended to be created by this Deed;
- 16.1.2 facilitating the realisation of any of the Charged Assets; or
- 16.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Assets,

including (if the Lender 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 Charged Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

17. POWER OF ATTORNEY

The Borrower, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which the Borrower is obliged to take under this Deed, including under clause 16, or in exercising any of its rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate. The Borrower ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 17.

18. RELEASE

Subject to clause 21.3, on the end of the Security Period, the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:

- 18.1.1 release the Charged Assets from the security constituted by this Deed; and
- 18.1.2 reassign the Charged Assets to the Borrower.

19. AMENDMENTS, WAIVERS AND CONSENTS AND REMEDIES

- 19.1 No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party to it.
- 19.2 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.
- 19.3 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.

20. NOTICES

- 20.1 Any notice or other communication given to a party under or in connection with, this Deed shall be:
 - 20.1.1 in writing;
 - 20.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and
 - 20.1.3 sent to:

- (a) the Borrower - at the address for the Borrower specified in the "Parties" section at the start of this Deed; and
- (b) the Lender - at the address for the Lender specified in the "Parties" section at the start of this Deed, for the attention of Kevin Gibson,

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

20.2 Any notice or other communication that the Lender gives to the Borrower under or in connection with, this Deed shall be deemed to have been received:

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

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

20.3 A notice or other communication given as described in clause 20.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

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

21. FURTHER PROVISIONS

21.1 Independent security

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

21.2 Continuing security

The security constituted by 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 Lender discharges this Deed in writing.

21.3 Discharge conditional

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

21.3.1 the Lender or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

21.3.2 the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

21.4 Certificates

A certificate or determination by the Lender to any amount for the time being due to it from the Borrower under this Deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

21.5 Consolidation

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

21.6 Third Party Rights

Except as expressly provided in this Deed, person who is not a party to this agreement has no right 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. The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

21.7 Counterparts

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

21.8 Assignment and transfer

The Lender may assign any of its rights under this Deed or transfer all its rights or obligations by novation. The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Deed.

21.9 Severance

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 provision under the law of any other jurisdiction will in any way be affected or impaired.

21.10 Set-off

The Lender may, but is not obliged to, set-off any matured obligation due from the Borrower under the Finance Documents against any matured obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation.

22. GOVERNING LAW

22.1 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.

22.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with this Deed or its subject matter or formation.

This Deed has been executed as a Deed and delivered on the date set out at the start of this Deed.

EXECUTION PAGE

BORROWER

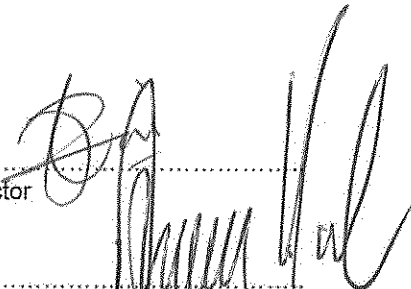
Executed as a deed by
JKJDreams Limited acting by a
director in the presence of:

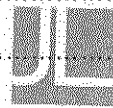
Director

Witness Signature

Witness Name

Witness Address


Asead Yakoub


JACOBS LAW
SOLICITORS
Asead Yakoub LLB Hons (Solicitor)
Jacobs House
First Floor, 180 Saha Hill
Birmingham B19 1AG
T: 0121 551 2189 F: 0121 554 5572
SRA NO: 588278

LENDER

Executed by
ASCOT BRIDGING FINANCE 4
LIMITED acting by a director:

Director