

MR01.

Particulars of a charge

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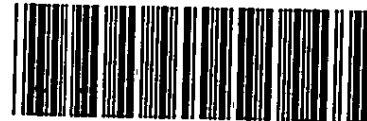
IRIS Laserform

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

You can use the Web!
Please go to www.companieshouse.gov.uk

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

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



A34 13/03/2014 #57 k
COMPANIES HOUSE

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

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 07830419
Company name in full 1st Platinum Investments Limited

For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 05/03/2014

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

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

Name I & M BANK LIMITED

Name

Name

Name

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

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

1 Land and Buildings Lying to the North of The Ridgeway registered with title number DM316334

5

Fixed charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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Particulars of a charge

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

Wayne Cleghon

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Howard Wayne

Company name Wayne Leighton LLP

Address 3rd Floor, Elizabeth House

54-58 High Street

Post town Edgware

County/Region

Postcode H A 8 7 E J

Country United Kingdom

DX DX 57186 EDGWARE

Telephone 0208 951 2988



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales.

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7830419

Charge code: 0783 0419 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th March 2014 and created by 1ST PLATINUM INVESTMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th March 2014

Given at Companies House, Cardiff on 17th March 2014



Companies House



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

DATED

5 March

2014

LEGAL CHARGE

Relating to:

Land and Buildings Lying to the North of The Ridgeway Iver

Wayne Leighton LLP
3rd Floor, Elizabeth
54/58 High Street
Edgware
HA8 7EJ

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

 5/3/14

Wayne Leighton LLP
3rd Floor, Elizabeth House
54-58 High Street
Edgware
Middx HA8 7EJ

THIS LEGAL CHARGE is made on the 5 day of

March

2014

BETWEEN

- (1) **I & M Bank Limited of, I&M Bank Tower, P.O. Box 30238 - 00100, Nairobi GPO, Kenya** and also care of Wayne Leighton LLP, 3rd Floor, Elizabeth House, 54/58 High Street Edgware HA8 7EJ ('the Investor') AND
- (2) **1st PLATINUM INVESTMENTS LIMITED** (Company Number 07830419 whose registered office is at 9 Trenance Gardens Ilford IG3 9NG ('the Borrower')

RECITALS

- (1) By the Loan Agreement the Lender agreed to advance the Loan Amount to the Borrower on the terms and subject to the conditions and provisions contained in the Loan Agreement
- (2) The Borrower is registered at HM Land Registry as proprietor with title absolute of the Property
- (3) The parties to this deed have agreed to enter into this deed by way of security for the discharge of the Borrower's obligations under the Loan Agreement in the manner set out below

NOW THIS DEED WITNESSES as follows

DEFINITIONS AND INTERPRETATION

For all purposes of this legal charge the terms defined in this clause 1 have the meanings specified

1 1 **Gender, personality and number**

Unless the context otherwise requires

- 1 1 1 the singular includes the plural and vice versa,
- 1 1 2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa,
- 1 1 3 references in the masculine gender include references in the feminine or neuter genders and vice versa

1 2 **Headings**

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1 3 **Interpretation of the Borrower and the Investor**

Unless the context otherwise requires the expressions 'the Borrower' and 'the Investor' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons

1 4 **Joint and several liability**

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally

1 5 **Obligation not to permit or suffer**

Any covenant by the Borrower not to do anything includes an obligation not to permit or suffer that thing to be done by another person

1 6 **References to clauses**

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered

1 7 **References to statutes**

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute

1 8 **The Interest Rate**

The Interest Rate' means 1.650% (one point Six five percent) per calendar month and increases to 3% (three percent) per calendar month if the Loan Amount is not paid after the expiry of six calendar months from the date of the Agreement

1 9 **The Lender**

"the Lender" means ALPHA LENDING SOLUTIONS LLP (LLP registration number OC364005) whose registered office is at 7 Europa Studios Victoria Road London NW10 6ND

1 10 **The Loan Agreement**

'the Loan Agreement' means a loan agreement of the same date as this deed and made between the Borrower and the Lender as specified in this Deed

1 11 **The Planning Acts**

'the Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1.7

1 12 **The Loan Amount**

'the Loan Amount' means the sum of Seven Hundred and Twenty Five thousand pounds (£725,000.00)

1 13 **The Property**

'the Property' means the properties specified in schedule 1 and all buildings, erections, structures, fixtures, fittings and appurtenances on the Property from time to time

1 14 **VAT'**

VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT

2 BORROWER'S COVENANTS TO PAY SUMS DUE UNDER THE LOAN AGREEMENT AND COST

In consideration of the Loan Amount now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges), the Borrower covenants with the Investor as follows

2.1 The Borrower covenants with the Investor to pay or discharge on demand all money and other obligations and liabilities agreed to be paid or discharged by the Borrower under the Loan Agreement

2.2 The Borrower covenants with the Investor to pay to the Investor on demand and on a full and unlimited indemnity basis all costs, charges, expenses and liabilities paid and incurred by the Investor and/or the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements

and VAT on them) together with interest from the date when the Investor and/or the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Loan Amount advanced by the Loan Agreement

2 3 Without prejudice to the generality of the provisions of that clause the Borrower's liability under clause 2 2 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of

2 3 1 the contemplation and institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this deed,

2 3 2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed,

2 3 3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Investor,

2 3 4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it,

2 3 5 any impeachment or attempted impeachment of the title of the Investor (whether by the Borrower or by a third party) or of the title of the Borrower,

2 3 6 the contemplation or doing of any other matter or thing which the Investor considers to be for the benefit or improvement of the security

3 **LEGAL CHARGE**

The Borrower, with full title guarantee, charges the Property to the Investor by way of first legal mortgage, and interest and other money secured thereby, with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

4 **BORROWER'S REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Investor as set out in this clause 4

4 1 **Permitted use**

The present use of the Property is a permitted use within the provisions of the Planning Acts

4 2 **Development**

The Borrower has not before the execution of this deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Planning Acts and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made provided that the Borrower shall not be in breach of this clause if the Borrower promptly and properly and with all due diligence complies with the provisions of clause 5 12 hereof

4 3 **Environmental matters**

The Borrower has complied with environmental law and, in particular (but without prejudice to the generality of that representation and warranty) that no hazardous or toxic materials, substances, pollutants, contaminants or wastes have at any time before the execution of this deed been released into the environment or deposited, discharged, displaced or disposed of at or near the Property

4 4 **Contravention of other liabilities**

The execution of and the observance and performance of the Borrower's obligations under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement

5 **BORROWER'S COVENANTS AS TO THE PROPERTY**

The Borrower covenants with the Investor as set out in this clause 5

5 1 **Repair**

5 1 1 **Repairing obligation**

The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition

5.1.2 **Inspection**

The Borrower will permit the Investor and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Investor becoming liable as mortgagee in possession

5 1 3 **Entry and repair**

If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in, on or associated with the Property in the requisite state of repair and condition the Investor and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Investor considers to be necessary and proper without the Investor thereby becoming liable as mortgagee in possession

5 2 **Alterations**

The Borrower will not without the previous written consent of the Investor (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in, on or associated with the Property

5 3 **Insurance**

5 3 1 **Duty to Insure**

The Borrower will

5 3 1 1 ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such underwriters as the Investor may in each case and from time to time approve in writing, and

5 3 1 2 make all payments required for this purpose within 14 days after they become due and will when required by the Investor deliver to the Investor the policy of insurance and the receipt for each payment

5 3 2 **Indemnity for payments by the Investor**

If the Borrower fails to perform any of his obligations under this clause 5 3 and if the Investor takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Investor all payments made by him for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest on the Loan Amount) and all such money and interest shall be charged on the Property

5 3 3 **Application of insurance money**

Any money received under any policy of insurance effected or maintained by the Borrower in respect of the Property (whether or not pursuant to his obligations under this clause 5 3) shall, at the option and absolute

discretion of the Investor, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Investor for this purpose

5.4 Outgoings

The Borrower will punctually pay and indemnify the Investor against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

5.5 General covenant to comply with statutes etc

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property or the trade or business for the time being carried on there are complied with in all respects

5.6 General covenant to produce notices etc

5.6.1 Production

The Borrower will immediately produce to the Investor any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Investor to make a copy of it

5.6.2 Compliance

The Borrower will comply with any order, direction, permission, notice or other matter referred to in clause 5.6.1 without delay or, if the Investor so requires, will make or join with the Investor in making such objections or representations against or in respect of the same as the Investor may request or approve in writing

5.7 Specific covenants relating to planning and environmental matters

5.7.1 Alteration of present use of the Property

The Borrower will not use the Property for any purpose other than the present permitted use within the provisions of the Planning Acts except with the previous written consent of the Investor and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent. The Borrower will deliver any such consent of the relevant planning authority to the Investor but shall be entitled to a copy of it

5.7.2 No development without the Investor's consent

The Borrower will not without the previous written consent of the Investor (and then only to the extent permitted by and in accordance with any conditions attached to such consent) carry out any operation or use the Property for any use which is a development within the provisions of the Planning Acts

5.7.3 Compliance with conditions of permission for development

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Planning Acts he will comply with all conditions subject to which such permission is granted

5.7.4 Compliance with environmental matters

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property

5 7 5 Compliance with notices etc

5 7 5 1 Production

If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Planning Acts or the Environmental Protection Act 1990 in relation to the Property the Borrower will immediately produce the same to the Investor and allow the Investor to take a copy of it

5 7 5 2 Compliance

The Borrower Will at his own expense in all respects comply with the requirements of any notice, order or proposal referred to in clause 5 7 5 1 without delay and in any event within any time which may be specified for compliance Alternatively, if the Investor so requires, the Borrower will make or join with the Investor in making such objections or representations as the Investor may request or approve against or in respect of any such notice, order or proposal

5 7 5 3 Failure to comply

If the Borrower fails to take immediate steps to commence compliance or fails within the relevant time limit to conclude compliance with the requirements of any notice, order or proposal referred to in clause 5 7 5 1, the Investor may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Investor thereby becoming liable as mortgagee in possession All costs and expenses so incurred by the Investor will be repaid by the Borrower to the Investor on demand together with interest from the date when the Investor becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Loan Amount) all of which money and interest shall be charged on the Property

5 7 5 4 Appointment of Investor as attorney

The Borrower irrevocably appoints the Investor and his substitutes for the time being to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause 5 7 5 to be executed by the Investor on the default of the Borrower

5 7 5 5 Costs of licences

All expenses incurred by the Investor in securing the licences, permissions and other things referred to in clause 5 7 5 4 shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 5 7 5 3

5 8 Specific covenant in relation to compulsory purchase

5 8 1 Entry into negotiations

The Borrower will not without the previous consent in writing of the Investor (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part

5 8 2 Conduct of negotiations

If the Investor so requires, the Borrower will permit the Investor to conduct the negotiations and grant the consent referred to in clause 5 8 1 on the Borrower's behalf

5 8 3 Application of compensation

Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Investor, be applied in or towards the discharge of the money due under this security

5 9 **Leasing and disposal**

The Borrower must not without the previous consent in writing of the Investor (and then only to the extent permitted by and in accordance with any conditions attached to such consent)

5 9 1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder, or

5 9 2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it

5 10 **Compliance with terms of conveyances etc**

5 10 1 **Observance**

The Borrower will observe and perform the terms of all conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower provided that the Borrower shall not be in breach of this clause if the Borrower promptly and properly and with all due diligence complies with the provisions of clause 5 12 hereof

5 10 2 **Indemnity**

The Borrower will keep the Investor indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in clause 5 10 1

5 10 3 **Charging provision**

All expenses damages and costs incurred by the Investor in relation to any breach referred to in clause 5 10 2 will be repaid by the Borrower to the Investor on demand together with interest from the date when the Investor becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Loan Amount) all of which money and interest shall be charged on the Property

5 11 **Not to register**

The Borrower must not without the previous consent in writing of the Investor cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property or any part of it

5 12 **Reinstatement**

Where the Borrower is in breach of any term of a lease under which the Property (or either of the properties referred to in Schedule 1) is held and the landlord of such lease requires compliance with the lease terms (whether pursuant to the provisions of s146 of the Law of Property Act 1925 or otherwise) the Borrower shall as soon as reasonably possible commence to and diligently carry out such requirements and where appropriate re-instate the Property to enable the Borrower not to be in breach of the terms of the lease Where the Borrower fails to commence to re-instate or rectify any such breach within a reasonable time the Borrower hereby irrevocably authorises the Lender to have access to the relevant Property to take such steps or carry out such work as they may reasonably require so as to satisfy the terms of the lease and avoid any breaches of the same the costs of which shall be payable by the Borrower with Interest thereon and which costs expenses so incurred with Interest shall be added to the amount due from the Borrower to the Lender and be secured by the terms of this Legal Charge

5 13 **Other charges**

The Borrower shall not without the previous consent in writing of the Investor (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

7 **INVESTOR'S POWERS AND RIGHTS**

7 1 **Exercise of statutory powers**

7 1 1 **Exclusion of Section 103**

The Law of Property Act 1925 Section 103 shall not apply to this security

7 1 2 **Enforcement of security and exercise of power of sale**

At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Investor's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise

7 2 **Extension of statutory powers**

7 2 1 **Power of sale**

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Investor may think fit

7 2 2 **Powers of leasing and accepting surrenders**

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Investor shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Investor shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18)

7 2 3 **General**

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Investor may at his absolute discretion exercise any power which a receiver appointed by him could exercise and for these purposes the Borrower authorises the Investor to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property

7 2 4 **Exclusion of liability**

The powers referred to in or granted or varied or extended by this clause 7 2 shall be exercisable free from any liability on the part of the Investor or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise

7 3 **Powers in respect of furniture and effects**

7 3 1 **Power to remove and dispose**

At any time after this security has become enforceable the Investor may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage

7 3 2 **Exclusion of liability**

The Investor will have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 7 3 1

7 3 3 **Proceeds of sale**

To the extent the Borrower does not comprise an individual or individuals, the Investor will have the right to set off any proceeds of sale against the sums due under this security. To the extent the Borrower comprises an individual or individuals, the Investor will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand.

7.3.4 Nature of security

To the extent the Borrower comprises an individual or individuals, the provisions of this clause 7.3 are not intended to grant to the Investor any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

7.4 Power to appoint a receiver

7.4.1 Appointment

At any time after this security becomes enforceable, or at the request of the Borrower, the Investor may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.

7.4.2 Removal

The Investor may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.

7.4.3 Remuneration

The Investor may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed.

7.4.4 Restrictions

None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

7.4.5 Power to act severally

Where more than one receiver is appointed they shall have the power to act severally.

7.4.6 Agency

Any receiver appointed under this clause 7.4 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.

7.4.7 General Powers

Any receiver appointed under this clause 7.4 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail.

7.4.8 Specific powers

In addition to the powers referred to in clause 7.4.7 any receiver appointed under this clause 7.4 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power

- 7 4 8 1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise,
- 7 4 8 2 to manage or carry on or concur in carrying on any business of the Borrower,
- 7 4 8 3 to raise or borrow money (whether from the Investor or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property,
- 7 4 8 4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise,
- 7 4 8 5 to seize and sever all or any fixtures at or in the Property other than, to the extent the Borrower comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site,
- 7 4 8 6 to settle, arrange, compromise or submit to arbitration any sums due under any prior security and any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this or any prior security,
- 7 4 8 7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Property or in any way relating to this or any prior security,
- 7 4.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security,
- 7 4 8 9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences,
- 7 4 8 10 to acquire by purchase, lease or otherwise any further property, assets or rights,
 - 7.4.8 11 to appoint, employ and dismiss managers, officers, contractors and agents, and
 - 7 4 8 12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Borrower authorises the receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Borrower in respect of the Property

7 4 9 Application of money

All money received by any receiver shall be applied by him in the following order

- 7 4 9 1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts and sums due under any prior security),
- 7 4 9 2 in payment to the receiver of such remuneration as may be agreed between him and the Investor at, or at any time and from time to time after, his appointment,

7 4 9 3 in or towards satisfaction of the amount owing on this security with the surplus (if any) being paid to the Borrower or other persons entitled to it

7 5 **Right to consolidate**

The Law of Property Act 1925 Section 93 (restricting the Investor's right of consolidation) shall not apply to this security

7 6 **Power to settle with prior mortgagees**

7 6 1 **Redemption**

If any proceedings or steps are threatened to be taken or are taken to exercise or en-force any powers or remedies conferred by any incumbrance having priority over this security against the Property, the Investor or any receiver appointed by him may redeem that prior incumbrance or procure the transfer of it to himself and may settle and pass the accounts of any incumbrancer entitled to such prior security

7 6 2 **Repayment**

All the principal money, interest, costs, charges and expenses of and incidental to any redemption or transfer pursuant to clause 7 6 1 shall be repaid by the Borrower to the Investor on demand with interest at the Interest Rate payable from the date of payment by the Investor until repayment by the Borrower (such interest to be payable in the same manner as interest on the Loan Amount), and until repayment all such sums and interest shall be charged on the Property

7 6.3 **Accounts**

Any accounts settled or passed in connection with any redemption or transfer pursuant to clause 7 6 1 shall be conclusive and binding as well between the Investor and any receiver appointed by him on the one hand and the Borrower on the other hand as between such prior incumbrancer and the Borrower

8 **PROTECTION OF THOSE DEALING WITH INVESTOR OR RECEIVER**

No person dealing with the Investor or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters

8 1 whether this security has become enforceable,

8 2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable,

8 3 the propriety, regularity or purpose of the exercise or purported exercise of any such power,

8 4 whether any money remains due under the security, or

8 5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made and the receipt of the Investor or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

9 **INDULGENCE AND WAIVER**

The Investor may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Investor under this mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the

Borrower or any other person.

10 DEMANDS AND NOTICES

10.1 Form and mode of deemed service

A demand or notice by the Investor under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on

10 1 1 the Borrower if an individual, or

10 1 2 any one of the directors or the secretary of the Borrower if a limited company, or

10 1 3 any member of the Borrower if a limited liability partnership

or by first class letter post or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or, as appropriate, its registered office or at any of its principal places of business

10 2 Method of service

Service shall be deemed to be effected notwithstanding the death or, as appropriate, dissolution of the Borrower

10 2 1 at 10 00 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery,

10 2 2 when dispatched if given by fax, and

10 2 3 when left at the property concerned if delivered

10 3 Other methods of service

The methods of service described in clause 10 1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196

10 4 Multiple borrowers

If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

11 VALIDITY AND SEVERABILITY

11 1 Enforceability

Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

11 2 Lack of capacity

If this deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

12 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this deed is intended to confer any benefit on any person who is not a party to it

13 GOVERNING LAW AND JURISDICTION

13.1 Construction

This mortgage shall be governed by and construed in accordance with English law

13.2 Jurisdiction of English courts

It is irrevocably agreed for the exclusive benefit of the Investor that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts.

13.3 Jurisdiction of other courts

Nothing in this clause 13 shall limit the Investor's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

14 APPLICATION FOR RESTRICTION

The Borrower applies to the Registrar for two restrictions in the following terms to be entered on the register of the Borrower's title relating to the Property charged

14.1 No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by I & M Bank of, I&M Bank Tower, P O Box 30238 - 00100, Nairobi GPO, Kenya and also care of Wayne Leighton LLP, 3rd Floor, Elizabeth House, 54/58 High Street Edware HA8 7EJ, or their Conveyancer

14.2 No disposition of the registered estate by the proprietor of the registered estate is to be registered or noted without a written consent signed by ALPHA LENDING SOLUTIONS LLP ((LLP registration number OC364005) whose registered office is at 7 Europa Studios Victoria Road London NW10 6ND or its Conveyancer

15 COUNTERPARTS

15.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed

15.2 Transmission of an executed counterpart of this deed by the Lender but not the Borrower (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter

SCHEDULE 1: THE PROPERTY

Land and buildings lying to the North of The Ridgway under title number BM316334

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

Executed as a Deed by

affixing the Common Seal of

I & M Bank Limited in the

presence of

Director

Director/Company Secretary

Executed as a Deed by

1st PLATINUM INVESTMENTS
EMPYREAN RESIDENTIAL LIMITED
Acting by a Director

Director's Signature



In the presence of

Witness Signature:



WitnessName

WitnessAddress

WitnessOccupation

