

MR01

Particulars of a charge

laserform



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

☒ **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 there is no
instrument. Use form MR08

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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. It will be scanned and placed on the public record. **Do not send the original**



A6YPHMQZ

A10

30/01/2018

#54

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 9 9 3 1 5 1 5

Company name in full Gold Branch Limited

For official use

→ Filling 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 d 2 d 6 m 0 m 1 y 2 y 0 y 1 y 8

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 Goldbranch Investments 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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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

60 Boston Road
Hanwell
London
W7 3TR

Land Registration No. MX273041

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

8

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  X

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

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name J D Blatherwick

Company name TALLENTS

Address 3 MIDDLEGATE

Post town NEWARK

County/Region NOTTINGHAMSHIRE

Postcode N G 2 4 1 A Q

Country GREAT BRITAIN

DX 11801 NEWARK

Telephone 01636 671881



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



DT

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9931515

Charge code: 0993 1515 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2018 and created by GOLD BRANCH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th January 2018.

Given at Companies House, Cardiff on 1st February 2018

LAND REGISTRATION ACT 2002

Administrative area Ealing
Title number(s) MX273041
Property 60 Boston Road Hanwell London W7 3TR

THIS LEGAL CHARGE is made on 26th January 2018

PARTIES

- (1) **GOLD BRANCH LIMITED** the registered office of which is at 19 Homefield Road London HA0 2NL (Company Registration No. 09931515) (**'the Borrower'**) and
- (2) **GOLD RANCH INVESTMENTS LIMITED** the registered office of which is at 303 Goldhawk Road Shepherds Bush London W12 8EZ (Company Registration no: 01379751) (**'the Lender'**)

THIS DEED WITNESSES:

1 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; and
- 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.

We certify this to be a true copy and complete copy of the Original

(Signed) 

TALLENTS
Solicitors
3 Middlegate, Newark NG24 1AQ

1.3 'The Interest Payment Days'

'The Interest Payment Days' means the last day of each calendar year.

1.4 'The Interest Rate'

'The Interest Rate' means $\frac{1}{2}$ % above the base rate of Barclays Bank plc from time to time or, should this rate cease to exist, at another rate of interest closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by a chartered accountant appointed by agreement between the parties or in default of agreement nominated by the President of the Institute of Chartered Accountants in England and Wales, acting as an expert and not as an arbitrator.

1.5 Interpretation of 'the Borrower' and 'the Lender'

Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' 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.

1.6 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.

1.7 'The Principal'

'The Principal' means the sum of £250,000

1.8 'The Property'

60 Boston Road HANWELL
'The Property' means ~~the property specified in the schedule~~ and all buildings, erections, structures, fixtures, fittings and appurtenances on the Property from time to time.

1.9 'The Redemption Date'

'The Redemption Date' means 31st day of December 2027.

1.10 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.

1.11 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.

2 BACKGROUND

2.1 Title

The Borrower is registered at the Land Registry as proprietor with title absolute of the property described in the schedule free from incumbrances.

2.2 Agreement to lend

The Lender has agreed to lend to the Borrower the sum of £250,000 on condition that its repayment together with interest is secured in the manner set out in this document.

3 PAYMENT OF PRINCIPAL, INTEREST AND COSTS

In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause 3.

3.1 Payment of Principal

The Borrower covenants with the Lender to pay the Principal by 120 monthly payments in the sum of £2000 per month in advance with one balancing payment in sum of £10,000 to the Lender free from any legal or equitable right of set-off on the Redemption Date or, if earlier, immediately on demand if:

- 3.1.1 the Borrower or any surety fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this or any associated or collateral security; or
- 3.1.2 any judgment or order made against the Borrower by any court is not complied with within days; or
- 3.1.3 the property of the Borrower or any surety becomes subject to any forfeiture or to any procedure for the taking of control by another; or
- 3.1.4 in the case of an individual:

3.1.4.1 the Borrower or any surety becomes subject to an interim order or make a proposal for a voluntary arrangement under the Insolvency Act 1986 Part VIII or enters, or seeks to enter, into any other form of composition or arrangement with his creditors whether in whole or in part; or

3.1.4.2 a petition is presented for the bankruptcy of the Borrower or any surety; or

3.1.4.3 the Borrower or any surety dies or becomes mentally incapable; or

3.2 Interest

3.2.1 Payment of interest

The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate, from the date of this deed, by equal annual payments on the Interest Payment Days, such interest to be payable as well after as before any judgment or the administration or liquidation or, as appropriate, bankruptcy, death or mental capacity of the Borrower.

3.2.2 Capitalisation of arrears of interest

3.2.2.1 Capitalisation

If any interest payable under this security is not paid within 28 days after the due date for payment it shall be capitalised and added to the Principal and be charged on the Property and bear interest from the due date for payment at the Interest Rate and on the Interest Payment Days.

3.2.2.2 Enforcement

The capitalisation of arrears of interest is to be without prejudice to the Lender's right at any time to enforce payment of the sums concerned as interest in arrear.

3.2.2.3 Payment of capitalised arrears

The Borrower may on any of the Interest Payment Days pay to the Lender, in addition to the interest then due, all or any part of the Principal representing capitalised arrears of interest.

3.2.2.4 General

Otherwise all covenants and provisions contained in this mortgage and all powers and remedies conferred by law or by this mortgage and all rules of law or equity relating to the Principal and interest on it shall equally apply to capitalised arrears of interest and to interest on them.

3.3 Costs, charges, expenses and other liabilities

3.3.1 Payment of costs, charges, expenses and other liabilities

The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by 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 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 Principal.

3.3.2 Costs included

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under clause 3.3. 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:

- 3.3.2.1 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;
- 3.3.2.2 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;
- 3.3.2.3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;
- 3.3.2.4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it;
- 3.3.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and
- 3.3.2.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

4 LEGAL CHARGE

The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage 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.

5 BORROWER'S COVENANTS AS TO THE PROPERTY

The Borrower covenants with the Lender 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.

5.2 Alterations

The Borrower will not without the previous written consent of the Lender (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 Lender may in each case and from time to time approve in writing; and

5.3.1.2 make all payments required for this purpose as and when they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment.

5.3.2 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 Lender, 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 Lender for this purpose.

5.4 General covenant to comply with statutes

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects.

6 LENDER'S POWERS AND RIGHTS

6.1 Exercise of statutory powers

6.1.1 Exclusion of Section 103

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

6.1.2 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 Lender'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.

6.2 Extension of statutory powers

6.2.1 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 Lender may think fit.

6.2.2 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 Lender 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 Lender 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).

6.2.3 General

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise.

6.2.4 Exclusion of liability

The powers referred to in or granted or varied or extended by this clause 6.2 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise.

6.3 Power to appoint a receiver

6.3.1 Appointment

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

6.3.2 Removal

The Lender 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.

6.3.3 Remuneration

The Lender 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.

6.3.4 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.

6.3.5 Power to act severally

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

6.3.6 Agency

Any receiver appointed under this clause 6.3 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.

6.3.7 General powers

Any receiver appointed under this clause 6.3 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.

6.3.8 Specific powers

In addition to the powers referred to in clause 6.3.7 any receiver appointed under this clause 6.3 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 mental incapacity 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:

- 6.3.8.1 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;
- 6.3.8.2 to manage or carry on or concur in carrying on any business of the Borrower;
- 6.3.8.3 to raise or borrow money (whether from the Lender 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;
- 6.3.8.4 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;
- 6.3.8.5 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;
- 6.3.8.6 to settle, arrange, compromise or submit to arbitration 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 security;

- 6.3.8.7 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 security;
- 6.3.8.8 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;
- 6.3.8.9 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;
- 6.3.8.10 to acquire by purchase, lease or otherwise any further property, assets or rights;
- 6.3.8.11 to appoint, employ and dismiss managers, officers, contractors and agents; and
- 6.3.8.12 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.

6.3.9 Application of money

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

- 6.3.9.1 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),
 - 6.3.9.2 in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment,
 - 6.3.9.3 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.

6.4 Right to consolidate

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

7 PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER

No person dealing with the Lender 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:

- 7.1 whether this security has become enforceable,**
- 7.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable,**
- 7.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power,**
- 7.4 whether any money remains due under the security or**
- 7.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made**

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from those matters and from being concerned to see to the application or being answerable for the loss or misapplication of that money.

8 INDULGENCE AND WAIVER

The Lender 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 Lender 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.

9 DEMANDS AND NOTICES

9.1 Form and mode of deemed service

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

- 9.1.1 the Borrower if an individual or**
- 9.1.2 any one of the directors or the secretary of the Borrower if a limited company or**

9.1.3 any member of the Borrower if a limited liability partnership or

9.1.4 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.

9.2 Time of service

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

9.2.1 at 1000 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 sent by first class post.;

9.2.2 when dispatched if given by fax; and

9.2.3 when left at the property concerned if delivered.

9.3 Other methods of service

The methods of service described in clause 9.2 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.

9.4 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 those persons.

10 VALIDITY AND SEVERABILITY

10.1 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.

10.2 Lack of capacity

If this mortgage 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.

11 EXCLUSION OF THIRD PARTY RIGHTS

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

12 GOVERNING LAW AND JURISDICTION

12.1 Construction

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

12.2 Jurisdiction of English courts

It is irrevocably agreed for the exclusive benefit of the Lender 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 those courts.

12.3 Jurisdiction of other courts

Nothing in this clause 12 shall limit the Lender'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.

EXECUTED AS A DEED by the aforesaid



**EXECUTED as a DEED by
GOLD BRANCH LIMITED**
acting by one Director in the
presence of:

Witness signature:

Witness name (IN BLOCK CAPITALS):

Address:

Occupation:


Director **CHRISOS CHARALAMBOUS**

N. Nearchou
3, Amhurst Gdns.
TW7 6AN
Director.