



Registration of a Charge

Company name: **ESTEREL PROPERTIES LTD**

Company number: **09220368**



X69UX155

Received for Electronic Filing: **03/07/2017**

Details of Charge

Date of creation: **28/06/2017**

Charge code: **0922 0368 0007**

Persons entitled: **MIZRAHI TEFAHOT BANK LIMITED**

Brief description:

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **RAY OSHRY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9220368

Charge code: 0922 0368 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2017 and created by ESTEREL PROPERTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2017 .

Given at Companies House, Cardiff on 5th July 2017

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

Ref: STO21C –Third Party Rent Charge Agreement (Corporate).DOC

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Dated 28 June 2017

ESTEREL PROPERTIES LTD

and

MIZRAHI TEFAHOT BANK LIMITED

and

2 WAKEFIELD LTD

RENT CHARGE AGREEMENT

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

29.6.2017

HB

Harold Benjamin
Solicitors
Hill House
37/71 Lowlands Road
Harrow
Middlesex HA1 3EQ

MIZRAHI TEFAHOT BANK LIMITED
30 Old Broad Street
London EC2N 1HQ

THIS CHARGE is made the 28 June day of 2017
201

BETWEEN:

- (1) **MIZRAHI TEFAHOT BANK LIMITED** acting through its London Branch, presently of 30 Old Broad Street, London EC2N 1HQ (the "**Bank**")
and
- (2) **ESTEREL PROPERTIES LTD** a company incorporated under the laws of England and Wales under company number 09220368 whose registered office is at 35 Moresby Road, London, E5 9LF (the "**Owner**").
and
- (3) **2 WAKEFIELD LTD** a company incorporated under the laws of England and Wales under company number 09472436 whose registered office is at 35 Moresby Road, London E5 9LE (the '**Mortgagor**)

1. In this Deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"**Agreement**" means the letter from the Bank to the Mortgagor dated 5 April 2017 in respect of the banking facilities to be made available by the Bank to the Mortgagor together with any subsequent amendments agreed between the Bank and the Mortgagor and acknowledged by any other parties to such letter.

"**Indebtedness**" means all present and future monies obligations and liabilities due owing or incurred by the Mortgagor to the Bank whether actual or contingent and on any account and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature including but without prejudice to the generality of the foregoing interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters referred to above or for keeping the Mortgagor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgement obtained and the Mortgagor will on such demand also retire all bills or notes which may for the time being be due under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor or maker or indorser without any deduction whatever.

"**Property**" means all those premises at 26 Ashtead Road, London E5 9BH as the same is registered at HM Land Registry with Title Absolute under Title Number NGL74164 and

includes any part of it.

“Rents” means the gross rents, licence fees and other moneys receivable now or in the future in respect of or arising out of any lease of the Property or any agreements for lease or otherwise derived from or arising out of the Property including any insurance rents and service charges.

“Rent Account” means such account with the Bank in the name of the Mortgagor or in the name of the Owner as the Bank may from time to time agree or direct.

2. The Owner with full title guarantee charges to the Bank by way of first fixed charge all Rents now or in the future owing to it in respect of the Property and all monies now or in the future standing to the credit of the Rent Account with the payment to the Bank of the Indebtedness.
3. Nothing in this Deed nor any express arrangement in respect of the Rents under the Agreement shall constitute the Bank as mortgagee in possession.
4. The Owner covenants at any time during the continuance of this security to give to the Bank such information in regard to the Rents as the Bank shall require.
5. The Owner covenants to instruct all or any tenants or other occupiers of the Property to pay the Rents direct to the Rent Account and if the Owner does not do so the Bank may give such instruction on its behalf.
6. The Owner shall not create, purport to create or permit to subsist any mortgage charge assignment or other encumbrance over the whole or any part of the property charged to the Bank by this Mortgage (other than this Mortgage).
7. Without prejudice to any other remedy of the Bank the Bank shall be entitled without demand or notice to the Mortgagor and is irrevocably authorised:
 - a. at any time to appropriate apply or transfer all or any sums from time to time standing to the credit of Rent Account in full or partial satisfaction of the interest from time to time due from the Mortgagor to the Bank under the Agreement; and
 - b. at any time after a demand for repayment of all or part of the Indebtedness has been made and from time to time to appropriate apply or transfer the whole or any part of the sums standing to the credit of the Rent Account in or toward satisfaction of the whole or part of the Indebtedness as the Bank shall select.
8. This Deed shall be governed by English law.

EXECUTED and delivered as a Deed on the date stated at the beginning of this document.

Ref: STO21C -Third Party Rent Charge Agreement (Corporate).DOC

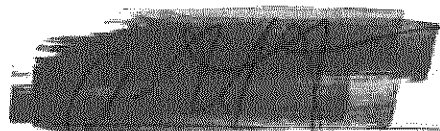
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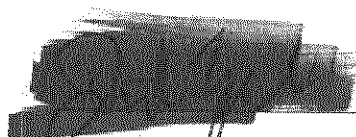
Executed as a Deed
by **Esterel Properties Ltd**
acting by a director:

Signature:


Director

In the presence of:

Signature of witness:



Name of witness:

Daniel Pysgat

Address:

ABGM Solicitors Ltd.

74 Brent Street

London

NW4 2ES