

MR01

Particulars of a charge

018233/26

Oyez

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

You can use the WebFiling  
Please go to [www.companies.gov.uk](http://www.companies.gov.uk)

SATURDAY

☒ **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 an instrument. Use form MR08



\*A33OHH19\*

A08

15/03/2014

#269

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 0 8 8 6 8 2 8 2

Company name in full STARWELL ESTATES LTD

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 1 3 0 3 2 0 1 4

**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 MINTLEND 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

MR01

Particulars of a charge

4

**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

THE FREEHOLD PROPERTY KNOWN AS 26 DURLSTON ROAD,  
LONDON E5 8RR AND REGISTERED AT LAND REGISTRY WITH  
TITLE NUMBER 251558.

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

# MR01

## Particulars of a charge

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

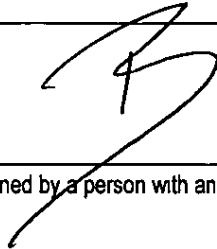
### Signature

Please sign the form here

Signature

Signature

X



X

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

**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

Peradigou-1000246 006/ML/STARWELL/DLS/LegalCh

Company name

BRIGHTSTONE LAW LLP

Address

Brightstone House

511 Centennial Park

Centennial Avenue

Post town

Elstree

County/Region

Hertfordshire

Postcode

W D 6 3 F G

Country

DX

DX 57165 Edgware

Telephone

020 8731 3080

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8868282

Charge code: 0886 8282 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2014 and created by STARWELL ESTATES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2014.

Given at Companies House, Cardiff on 18th March 2014



**Companies House**



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

*DL*

DATED

13th March

2014

## MORTGAGE DEED

MINTLEND LTD

and

STARWELL ESTATES ~~LIMITED~~

Ltd



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



**THIS MORTGAGE DEED** is made this day of

13 March

2014

**B E T W E E N :**

- (1) **STARWELL ESTATES LIMITED** (Company Registration Number 08868282) whose registered office is at 6 Grosvenor Way, London E5 9ND (the "Mortgagor"),

**AND**

- (2) **MINTLEND LTD** (company registration number 08225427) whose registered office is at 43-45 Stamford hill, London N16 5SR (the "Lender")

**WITNESSES as follows:**

**1 Covenant to pay**

The Mortgagor covenants when the same shall be or become due or, in the absence of any specified due date, on demand to pay and discharge to the Lender all monies obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by Starwell Estates Limited to the Lender whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style together with interest charges and other expenses so that interest shall be calculated and compounded in accordance with the usual practice of the Lender from time to time as well after as before any demand made or judgment obtained hereunder under the terms of a Facility Agreement of an even date addressed to Starwell Estates Limited by the Lender containing the terms and conditions on which the monies referred to herein are to be made available to Starwell Estates Limited (as amended or supplemented from time to time)

**2 Charge**

- 2.1 The Mortgagor with full title guarantee and as a continuing security charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged by Starwell Estates Limited

2 1 1 by way of First legal mortgage any freehold leasehold or other immoveable property referred to in the Schedule to this Mortgage Deed together with all buildings, trade and other fixtures, fixed plant and machinery of the Mortgagor from time to time thereon,

2 2 The security from time to time constituted by or pursuant to this Mortgage Deed shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the monies obligations and liabilities hereby secured No prior security held by the Lender over the property charged by this Mortgage Deed or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Lender

### 3 **Restrictions on Dealing**

The Mortgagor shall not without the prior written consent of the Lender

3 1 create or permit to subsist any mortgage charge pledge hypothecation lien (other than a lien arising by operation of law) or other security interest on any of its assets other than this Mortgage Deed,

3 2 sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into an agreement or grant any option for any such sale transfer lease loan or other disposal,

3 3 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Section 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any Receiver appointed under this Mortgage Deed and being an agent of the Mortgagor and the Lender may grant or accept surrenders of leases without restriction at any time after the Lender shall have demanded the payment or discharge of any of the monies obligations and liabilities hereby secured,



- 3 4 pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Mortgagor except for the purpose of effecting repairs or replacing the same

#### 4 Covenants by the Mortgagor

##### 4 1 The Mortgagor shall

- 4 1 1 keep all buildings and all plant machinery fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender free access at all times to vie the state and condition thereof,
- 4 1 2 insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Lender may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Lender noted upon all policies of such insurance or, if the Lender shall require, in the joint names of the Mortgagor and the Lender and will produce or deposit with the Lender all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances,
- 4 1 3 apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the monies obligations and liabilities secured by this Mortgage Deed,
- 4 1 4 punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Mortgage Deed is held,
- 4 1 5 pay into its account with the Lender all monies which it may receive in respect of its book or other debts and all licence fees, royalties and other monies deriving from its intellectual property and until such payment will hold all such monies on trust for the Lender and shall not without the prior written consent of the Lender release factor sell at discount charge assign or otherwise deal with such debts licence fees

royalties or other monies otherwise than by getting in and paying the same into such account,

4 1 6 subject to the rights of any prior mortgagee deposit with the Lender all deeds certificates and documents constituting or evidencing title to the property or any part thereof charged by this Mortgage Deed and all insurance policies,

4 1 7 comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing,

4 1 8 provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Mortgagor that the Lender may from time to time require

4 2 If the Mortgagor shall fail to satisfy the Lender that he has performed any of his obligations under Clause 4 1 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Mortgagor on demand and until so reimbursed shall carry interest as mentioned in Clause 1 from the date of payment to the date of reimbursement

## **5 Enforcement**

5 1 This Mortgage Deed shall become enforceable

5 1 1 if any of the monies obligations and liabilities secured by this Mortgage Deed shall not be paid or discharged by in accordance with Clause 1, or

5 1 2 if the Mortgagor shall be in breach of any provision of this Mortgage Deed or of any agreement containing any terms and conditions of or applicable to the monies obligations and liabilities secured by this Mortgage Deed,

5 1 3 if an encumbrancer shall take possession of or a receiver shall be appointed over or any secured creditor of the Mortgagor shall seek to

enforce his security in respect of all or any of the property or assets charged by this Mortgage Deed,

5 1 4 if the Mortgagor shall enter into any composition or arrangement for the benefit of his creditors,

5 1 5 any other event shall take place which in the opinion of the Lender puts in jeopardy all or any part of the security created by this Mortgage Deed,

5 2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Mortgage Deed shall arise on and be exercisable at any time after the Lender shall have demanded the payment or discharge by the Mortgagor of all or any of the monies obligations and liabilities secured by this Mortgage Deed

5 3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Mortgage Deed

## **6 Receiver**

6 1 At any time after this Mortgage Deed has become enforceable or if the Mortgagor so requests in writing the Lender may without further notice to the Mortgagor appoint by writing under hand or under seal any one or more persons either singly jointly severally or joint and severally to be a receiver, receiver and manager or administrative receiver (each a 'Receiver') of all or any part of the property charged by this Mortgage Deed and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place

6 2 Any Receiver shall be the agent of the Mortgagor, which shall be solely responsible for his acts and defaults, and the payment of his remuneration

6 3 Any Receiver shall have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagors mortgagees in possession (but without liability as such) receivers administrative receivers and administrators appointed under those Acts which in the case of joint receivers may be exercised either jointly or severally In addition, but without prejudice

to the generality of the foregoing the Receiver shall have power (in the name of the Mortgagor or otherwise and in such manner and on such terms and conditions as he shall think fit) to

- 6 3 1 take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings,
- 6 3 2 carry on or concur in carrying on the business of the Mortgagor and to raise money from the Lender or others on the security of any property charged by this Mortgage Deed,
- 6 3 3 purchase or acquire any land and purchase, acquire and grant any interest in or right over land,
- 6 3 4 sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Mortgage Deed and to carry any such transactions into effect,
- 6 3 5 sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed,
- 6 3 6 make any arrangement or compromise between the Mortgagor and any other person, which he may think expedient,
- 6 3 7 make and effect all repairs improvement and insurances,
- 6 3 8 purchase material tools equipment goods or supplies,
- 6 3 9 employ engage and appoint manages and other employees and professional advisers,
- 6 3 10 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Mortgage Deed and which he lawfully may or can do

## **7 Application of Proceeds**

Any monies received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Mortgage Deed be applied in

the following order but without prejudice to the right of the Lender to recover any shortfall from the Mortgagor

7 1 in the payment of all 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,

7 2 in the payment of the Receiver's remuneration,

7 3 in or towards the satisfaction of the monies obligations and liabilities secured by this Mortgage Deed in such order as the Lender in its absolute discretion thinks fit,

7 4 in payment of the surplus (if any) to the person or persons entitled to it

## **8 Protection of Third Parties**

No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Mortgage Deed or as to the application of any money paid raised or borrowed or as to the propriety of regularity of any sale by or other dealing with such Receiver or Lender All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender

## **9 Entry into Possession**

If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Mortgagor for anything except its or his actual receipts or be liable to the Mortgagor for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto

## **10 Power of Attorney**

The Mortgagor irrevocably appoints the Lender any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Mortgagor with the power of substitution and in its name and otherwise on its behalf and as its

act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver may require or deem proper for any of the purposes of or which the Mortgagor ought to do under this Mortgage Deed. The Mortgagor agrees to ratify and confirm anything such attorney shall lawfully and properly do

**11 Prior Charges**

If there is any encumbrance over any of the property charged by this Mortgage Deed which ranks in priority to this Mortgage Deed and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Mortgage Deed in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgage chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Mortgagor and all the principal interest costs charges and expenses of the incidental to such redemption or transfer shall be secured on the property charged by this Mortgage Deed and all the powers conferred by any prior encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Mortgage Deed

**21 Further Assurance**

The Mortgagor shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Mortgagor's cost over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the monies obligations and liabilities secured by this Mortgage Deed

**13 Set-off**

The Lender may at any time and without notice to the Mortgagor combine or consolidate all or any of the Mortgagor's then existing accounts with the liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Mortgagor to the Lender on any other account or in any other respects. The Lender shall notify the Mortgagor that such a transfer has been made

**14 Costs and Indemnity**

- 14 1 All costs charges and expenses incurred by the Lender in relation to this Mortgage Deed or the monies and liabilities hereby secured shall be reimbursed by the Mortgagor to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in Clause 1 from the date of payment to the date of reimbursement and be secured on the property charged by this Mortgage Deed
- 14 2 The Lender and every Receiver attorney or other person appointed by the Lender under this Mortgage Deed and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Mortgage Deed in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Mortgage Deed and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Mortgage Deed and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Mortgage Deed

**15 Miscellaneous**

- 15 1 The Lender may without discharging or in any way affecting the security created by this Mortgage Deed or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which it may now or in the future have from or against the Mortgagor and may make any arrangement variation or release with any person or persons without prejudice either to this Mortgage Deed or the liability of the Mortgagor for the monies obligations and liabilities secured by this Mortgage Deed
- 15 2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Mortgage Deed and the expression "the Lender" shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee successor or participant

15 3 The provisions of this Mortgage Deed shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired

15 4 The rights and remedies of the Lender provided by this Mortgage Deed are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient

15 5 Any reference in this Mortgage Deed to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

## **16 Notices**

Any demand or notice under this Mortgage Deed may be served personally on the Mortgagor or may be sent by post or facsimile or may be delivered to the office of the Mortgagor or his last known place of business If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered If sent by facsimile it shall be deemed to have been received (whether or not actually received) at the time of despatch

## **17 Governing Law and Jurisdiction**

This Mortgage Deed shall be governed by and construed in accordance with the laws of England and the Mortgagor irrevocably submits to the non-exclusive jurisdiction of the English Courts

## **18 Land Registry**

The Mortgagor hereby applies to the Chief Land Registrar for a restriction to be entered on the register of its title to registered properties charged by this Mortgage Deed that "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of this Charge"



**IN WITNESS** whereof the Mortgagor has executed this Mortgage Deed as a Deed the day and year first above written

**SCHEDULE**

**Clause 2.1.1**

The Freehold property known as 26 Durlston Road, London E5 8RR and registered at Land Registry with Title Number 251558

Executed and unconditionally delivered  
as a deed by Starwell Estates Limited  
acting by Elimelech Weiss, a director

*Simon*

*[Signature]*

*E. Weiss*

Elimelech Weiss

*Simon*

*[Signature]*

In the Presence of - Full Name Of Witness

*DANIEL BISHOP*

Signature of Witness

*[Signature]*

Address of Witness

.. **REXTON LAW LLP**  
CATALYST HOUSE  
.. **720 CENTENNIAL COURT**  
CENTENNIAL PARK  
..... **ELSTREE**  
HERTS  
WD6 3SY