



Registration of a Charge

Company name: **HAVENMILL CORPORATION LTD**

Company number: **08206785**



X43KLANF

Received for Electronic Filing: **20/03/2015**

Details of Charge

Date of creation: **17/03/2015**

Charge code: **0820 6785 0001**

Persons entitled: **AXMO LIMITED**

Brief description: **ALL THAT FREEHOLD LAND KNOWN AS 49 BROAD LANE, TOTTENHAM, LONDON N15 4DJ AS REGISTERED AT THE LAND REGISTRY UNDER TITLE NO MX101610**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BUDE NATHAN IWANIER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8206785

Charge code: 0820 6785 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th March 2015 and created by HAVENMILL CORPORATION LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2015 .

Given at Companies House, Cardiff on 23rd March 2015

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

| | |
|-----------------|---|
| Date of Charge | 17 March 2015 |
| Property | 49 Broad Lane Tottenham London N15 4DJ |
| Title Number(s) | MX101610 |
| Borrower | Havenmill Corporation Ltd (CN: 08206785) |
| of | 25 Maple Close London N16 6DF |
| Lender | Axmo Limited |
| of | Foframe House 35-37 Brent Street London NW4 2EF |

1. Charge

As continuing security for the payment to the Bank of the Secured Liabilities, the Borrower, with full title guarantee:

- (1) charges the Property to the Bank by way of a first legal mortgage, and
- (2) charges to the Bank, by way of a first fixed charge, all the Borrower's moveable plant, machinery, implements, furniture, fittings and equipment now or from time to time placed on or used in or about the Property, all insurance policies relating to the Property and to other charged assets and the proceeds of that insurance, and all other interests in the Property and all rents, rights, licences, warranties, guarantees and contracts relating to it.

2. Secured Liabilities

The Secured Liabilities are:

- (1) the principal sum of eighty thousand pounds (£ 80,000.00)
which shall be repaid to the Lender on 16 July 2015 or earlier on demand after Default
- (2) interest on the principal sum (both after and before any judgment) at the rate of 0 per cent per year
~~XXX~~ and which shall be paid ~~XXXXXXXXXX~~
~~XXX~~ [on
the same date as the principal sum] ~~XXX~~
~~XXX~~

- (3) on a full and unlimited indemnity basis and on demand, all expenses directly or indirectly incurred by the Lender in connection with the Property or the creation, registration or enforcement of this deed or the exercise of any powers or remedies under it, together with interest on those expenses until repaid at the rate of 0 per cent per year ~~XX~~
(both after and before any judgment).

3. Borrower's Covenants

The Borrower covenants with the Lender:

- (1) to pay the Secured Liabilities to the Lender in accordance with clause 2
- (2) where the Borrower holds the Property on a lease, to pay the reserved rents and comply with the lessee's covenants and conditions in it
- (3) to comply with all statutes and covenants affecting the Property and any requirements lawfully imposed under them
- (4) to pay all present and future rates taxes and outgoings relating to the Property
- (5) to keep the Property in good and substantial repair and condition and carry out any repairs required by the Lender
- (6) not without the Lender's prior consent to change the use of the Property or to make any alterations to it requiring planning permission or building regulations approval
- (7) to allow the Lender and its representatives to enter and inspect the Property at reasonable times
- (8) to keep the Property insured against comprehensive risks to the Lender's reasonable satisfaction for its full reinstatement cost including professional fees (and, if the Property is let, against three years' loss of rent) and to give the insurance policies and evidence of cover to the Lender on request (and if the Borrower fails to provide evidence of such insurance the Lender may insure the Property at the Borrower's cost); but where the Borrower holds the Property on a lease the insurance of the Property in accordance with the terms of that lease will be accepted by the Lender to the extent to which it provides the cover required by this clause
- (9) to ensure that all monies payable under any insurance of the Property are used for making good the loss or damage for which they are paid or (if the Lender so requires and compliance is not prevented by the provisions of any lease affecting the Property) that they are paid to the Lender to reduce or discharge the Secured Liabilities
- (10) to give the Lender or any receiver appointed by the Lender immediately on receipt a copy of any notice issued under any statute relating to the Property and to take such steps in relation to it as the Lender may reasonably require
- (11) not to grant, or take a surrender of, any lease of the Property or part with possession or share occupation of the Property without the Lender's prior consent
- (12) where the Property is at any time subject to a lease, to enforce all the lessee's covenants in that lease (but not to serve any notice under the Law of Property Act 1925, the Landlord and Tenant Act 1954 or the Landlord and Tenant (Covenants) Act 1995 without the Lender's prior consent), not to vary the terms of the lease without the Lender's prior consent, to enforce any provisions in it for increasing the rent (but not to agree any change in rent or nominate appoint or agree to the identity of any arbitrator or expert to decide the rent without the Lender's prior consent) and not to give any consent to the lessee under the terms of the lease without the Lender's prior consent unless the Borrower is precluded by law from refusing that consent
- (13) not to create or permit any other mortgage or charge or any lien, option, contract, right of pre-emption or other encumbrance over, or dispose of, the Property
- (14) not to do anything which may depreciate, jeopardise or otherwise prejudice the value of this security
- (15) to procure that all persons under the Borrower's control comply with the covenants contained in this clause
- (16) to indemnify the Lender and any receiver against all liabilities incurred in the proper exercise of their powers under this deed and

(17) to ratify and confirm any instrument executed and anything else done under the power of attorney contained in clause 7.

4. Exercise of the Lender's powers

The powers given to mortgagees by the Law of Property Act 1925 (the "1925 Act") apply as varied and extended by this deed, and:

- (1) the security created by this deed shall become enforceable and the Lender may take possession, appoint a receiver or exercise its power of sale or any of its other powers at any time on or after making a demand for payment of any Secured Liabilities, or at any time without making a demand or giving notice (and even if no part of the Secured Liabilities is then due) if there shall be Default
- (2) where more than one receiver is appointed, each may exercise any power independently
- (3) the Lender may agree the remuneration and expenses of any receiver
- (4) the Lender may (so far as the law allows) remove a receiver it has appointed and appoint another or others in his place
- (5) any purchaser or other third party dealing with the Lender or a receiver in good faith and for valuable consideration may assume that all the Lender's powers have arisen and are exercisable at any time after the date of this deed without requiring evidence that any mortgage money is due and has been demanded.

5. The Lender's powers

In addition to the powers under the 1925 Act, the Lender may:

- (1) take over the management of the Property
- (2) grant, vary or accept a surrender of any lease of the Property, or agree to do so, without restriction and without going into possession of the Property, and give a valid receipt for any premium or other payment so obtained
- (3) apply for planning permissions, building regulation approvals and other permissions, consents or licences relating to the Property
- (4) purchase any additional interest in the Property or any interest in any additional land for the purpose of preserving or enhancing the value of the Property (and any such additional land shall then be treated as included in the Property)
- (5) carry out repairs, alterations or additions to the Property or complete any works already commenced at the Property and remedy any breach of the Borrower's covenants in this deed relating to the Property
- (6) manage any business carried on at the Property
- (7) sell, convert into money and realise the Property (without the restrictions contained in the 1925 Act)
- (8) negotiate for any compensation payable under statute for the acquisition of the Property, make objections to any proposed acquisition of the Property and represent the Borrower for any such purposes
- (9) conduct any litigation and compromise any claim relating to the Property
- (10) effect insurance in respect of the Property or any related contingency
- (11) engage or employ contractors, workmen and professionals, purchase materials and equipment, and do anything else incidental to, or necessary or desirable for, any of the above purposes.

6. Receivers

- (1) Any receiver appointed by the Lender under clause 4 shall have all the powers contained in the 1925 Act without the restrictions contained in Section 103 of that Act and in addition may exercise the same powers as set out in clause 5 and may borrow and secure on the Property the payment of money, whether or not in priority to the Secured Liabilities
- (2) So far as the law allows, the receiver shall be deemed to be agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts defaults and remuneration and the Lender shall not be responsible for them.

7. Further documents and power of attorney

- (1) The Borrower shall execute any instrument or do anything else required by the Lender to perfect, protect or give effect to the Lender's security under this deed
- (2) The Lender or any receiver may complete any transaction relating to the Property by executing any instruments as a deed in the name of the Borrower
- (3) The Borrower irrevocably and by way of security appoints the Lender and separately any receiver (and if more than one then each individually) to be the attorney of the Borrower in the name and on behalf and as the act and deed of the Borrower to execute any instrument (as a deed or otherwise) and do anything else as the Lender or such receiver shall (having absolute discretion) think fit for the exercise of any of their powers under this deed.

8. Accounts and Financial Matters

- (1) All expenditure properly incurred by the Lender for the protection of this security together with interest shall be charged on the Property, without affecting any other remedy available to the Lender
- (2) The Lender shall not be liable for any involuntary losses that may occur in the exercise of any of its powers and, without limitation, nothing done by or on behalf of the Lender will render the Lender liable to account as a mortgagee in possession for any sums other than its actual receipts
- (3) The provisions of Section 93 of the 1925 Act shall not apply and neither this charge nor any other security held by the Lender for any of the liabilities of the Borrower shall be released until all such liabilities have been discharged, but this deed shall not otherwise affect any such other security
- (4) The Lender has the right to apply payments received from the Borrower, or arising from the exercise of the Lender's powers, to reduce the Secured Liabilities in such order as the Lender shall decide
- (5) All money received by a receiver in the exercise of any powers under this deed shall be applied first to discharge any of the receiver's borrowings and then to discharge the receiver's remuneration and expenses and any balance shall be applied in respect of any liabilities having priority to the Secured Liabilities and then in or towards satisfaction of the Secured Liabilities in such order as the Lender shall decide
- (6) If the Lender receives notice of any other mortgage, charge or other similar interest affecting the Property, it may open a new account or accounts with the Borrower and if the Lender does not open a new account it shall nevertheless be treated as if it had done so at the time when it received the notice and as from that time all payments made by the Borrower to the Lender shall be first applied in reducing any Secured Liabilities arising after that time
- (7) If the Borrower shall have more than one account with the Lender, the Lender may at any time and without prior notice transfer all or any part of any balance standing to the credit of any account to any other account which may be in debit and shall notify the Borrower of that transfer
- (8) The Lender may, without giving prior notice, set off any Secured Liabilities against any amount owed by the Lender to the Borrower
- (9) A certificate by the Lender as to the amount for the time being due to it from the Borrower shall be conclusive evidence of the amount due, in the absence of any manifest error
- (10) This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or anything else, unless and until the Lender discharges this deed in writing.

9. General Provisions

- (1) Where the Borrower is more than one person, their covenants and obligations are joint and several, references to the Borrower are references to all or any one or more of them, and the Secured Liabilities include their joint and individual liabilities; but none of them shall have the protection of law given to a surety as regards the liabilities of any of the others
- (2) All notices, consents and demands must be in writing

- (3) Any demand, notice or other communication to the Borrower may (at the choice of the Lender) be delivered or posted to the address set out above or to its registered office or any other address notified by the Borrower to the Lender ("the Borrower's address") or may be faxed to a telephone number or e-mailed to an e-mail address notified by the Borrower to the Lender. Anything delivered to the Borrower's address will take effect on delivery; anything posted to it will take effect on the second business day after posting; anything transmitted by fax or e-mail will take effect immediately if transmitted before 5.30pm or if later on the next business day; and in each case whether or not it is actually received by the Borrower
- (4) Any notice from the Borrower to the Lender will take effect on receipt
- (5) In this deed (unless the context otherwise requires) the single includes the plural and vice versa, the masculine includes the feminine and neuter, "person" includes a body of persons whether corporate or unincorporated, "the Property" includes any part of the Property, "the Borrower" includes the persons deriving title under the Borrower, and "the Lender" includes its successors and assigns and any person with which it may amalgamate
- (6) "Default" occurs where the Borrower commits any breach of covenant under this deed or the Facility or it becomes apparent that any relevant representation warranty or undertaking from time to time made to the Lender by the Borrower is or has become materially incorrect or misleading or if the Borrower enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation not involving a material reduction of its share capital or its net tangible assets) or is struck off the Register of Companies or has a receiver or administrative receiver appointed over any of its assets or a petition for the appointment of an administrator over it is presented or it proposes or makes a voluntary arrangement or other composition or arrangement with creditors
- (7) The headings are for assistance only and shall not affect the interpretation of any provision
- (8) References to legislation include existing and future amendments and re-enactments
- (9) The Lender can assign this security or any of its rights and duties under this deed and may give the assignee or its representative any financial or other information about the Borrower; and as from an assignment of this security, this deed shall be read as if the assignee had been named as the Lender
- (10) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law, the English courts shall have exclusive jurisdiction and the Borrower submits to that jurisdiction and agrees that any judgment of those courts will bind the Borrower and may be enforced in England and Wales or in any other jurisdiction. Any statements of case and notices in legal proceedings arising out of or relating to this deed may be validly served on the Borrower by delivery to the Borrower's address if it is in England and Wales or if it is not then to the Property addressed to the Borrower, whether or not the Borrower or any person acting as his agent is at the Property
- (11) The Borrower certifies that this Charge does not contravene any of the provisions of its memorandum or articles of association.

10. Land Registry Restriction

The parties shall immediately apply to the Land Registry to enter in the registered title(s) to the Property the following restriction (in Form P):

"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 the charge dated *[date of this deed]* in favour of *[name of the Lender]* referred to in the charges register or its conveyancer."

EXECUTED AS A DEED by AXMO LIMITED

acting by a director
Lender Director

[in the presence of:]
Witness

[Name of witness (in block capitals):

Address:]

EXECUTED AS A DEED by Havenmill Corporation Ltd

acting by a director *S. V.*
Borrower Director

[in the presence of:] *[Signature]*
[Witness]

[Name of witness (in block capitals): BENJAMIN REICH

Address:] 30 FAWE LODGE, NW11