

MR01

Particulars of a charge

159146/13

Laserform

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

You can use the WebFiling service to file this form online
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 there is no
instrument Use form MR08

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

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

MONDAY



LD3 17/11/2014 #51
COMPANIES HOUSE

For official use

1 Company details

Company number ☒ 0 9 0 8 0 9 2 4

Company name in full ☒ 41 EATON MEWS NORTH LIMITED

→ **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 ☒ d₁ d₂ m₁ m₂ y₂ y₀ y₁ y₄

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 AK- AL SAL

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

The freehold property known as 41 Eaton Mews North, London, SW1X 8AS registered under title number NGL702350

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

MR01

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 Christopher Langford

Company name Howard Kennedy LLP

Address 1 London Bridge

Post town London

County/Region

Postcode S E 1 9 B G

Country

DX DX 144370 Southwark 4

Telephone 020 3350 3350

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: 9080924

Charge code: 0908 0924 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th November 2014 and created by 41 EATON MEWS NORTH LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th November 2014.

Of

Given at Companies House, Cardiff on 21st November 2014



Companies House



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

This DEED is dated 12th day of November 2014

PARTIES

- (1) 41 EATON MEWS NORTH LIMITED incorporated and registered in England and Wales with company number 09080924 whose registered office is at Tantallon, Mill Field Lane, St Ippolyts, Hitchin, Herts, SG4 7NH (**Mortgagor**)
- (2) AK-AL SAL incorporated and registered in Lebanon whose registered office is at Zouk Mosbeh, North Highway – Building of the Association of Industrialists in Kesrwan – 1st Floor (**Lender**)

WHEREAS

- 1 The Lender has agreed under the Facility Agreement to provide the Borrower with loan facilities on a secured basis to purchase the Property
- 2 This deed provides security which the Borrower has agreed to ensure is provided to the Lender for the loan facilities made or to be made available to the Borrower under the Facility Agreement

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply to this deed

- Borrower:** ISKANDAR SAFA and CLARA MARTINEZ THEYDE SAFA
- Property:** means the leasehold property described in the Schedule hereto
- Event of Default:** has the meaning given to that expression in the Facility Agreement
- Facility Agreement:** the facility agreement dated 29 August 2014 between the Borrower and the Lender for the provision of the loan facilities secured by this Deed
- Secured Liabilities:** all present and future monies liabilities owed either by the Mortgagor or the Borrower to the Lender together with all interest due and payable under the Facility Agreement

2 COVENANT TO PAY

2.1 Covenant to pay

The Mortgagor and the Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due

2.2 Limited recourse

Notwithstanding any other provision of the Facility Agreement, it is expressly agreed and understood that the sole recourse of the Lender to the Mortgagor and the Borrower under this deed is to the Mortgagor's interest in the Property

We hereby certify this
to be a true copy of the original
Howard Kennedy LLP
1 London Bridge
LONDON
SE1 9BG

Howard Kennedy LLP
21505340
13-11-14

3 GRANT OF SECURITY

3 1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges the property to the Lender by way of first legal mortgage

4 PROPERTY COVENANTS

4 1 Repair and maintenance

The Mortgagor shall keep all premises, and fixtures and fittings on the Property, in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fitting which have become worn out or otherwise unfit for use with others of a like nature and equal value

4 2 Compliance with and enforcement of covenants

The Mortgagor shall

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed, and
- (b) diligently enforce all covenants, stipulations and conditions benefitting the Property and shall not (and shall not agree to) waive, release or vary any of the same

4 3 Notice or claims relating to the Property

The Mortgagor shall give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a Notice) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice, and

4 4 Payment of service charge and outgoings

- (a) duly and punctually pay all service charges due from time to time, and
- (b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier

4 5 Inspection

The Mortgagor shall permit the Lender and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice

5 POWERS OF THE LENDER

5 1 Power to remedy

The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Mortgagor of any of its obligations contained in this deed

5 2 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any person is jointly liable with the Mortgagor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Mortgagor for the Secured Liabilities

6 WHEN SECURITY BECOMES ENFORCEABLE

6 1 Security becomes enforceable on Event of Default

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs

6 2 Discretion

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property

7 ENFORCEMENT OF SECURITY

Enforcement powers

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable
- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this deed

8 RECEIVERS

8 1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Mortgagor, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property

8 2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed or otherwise in writing, remove any receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

8 3 Power to appoint additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise

8 4 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986

9 RELEASE

Release

Upon repayment of all monies due under the Facility Agreement, the Lender shall, at the request and cost of the Mortgagor, take whatever action is necessary to release the Property from the security constituted by this deed

10 ASSIGNMENT AND TRANSFER

10 1 Assignment by Lender

- (a) At any time, without the consent of the Mortgagor, the Lender may assign or transfer any or all of its rights and obligations under this deed
- (b) The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Mortgagor, the Charged Property and this deed that the Lender considers appropriate

10 2 Assignment by Mortgagor

The Mortgagor may not assign any of its rights, or transfer any of its rights or obligations, under this deed

11 THIRD PARTY RIGHTS

11 1 Third party rights

- (a) Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from the Act
- (b) The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person

11 2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing

12 NOTICES

12 1 Delivery

Any notice or other communication given to a party under or in connection with this deed shall be

- (a) in writing,
- (b) delivered by hand, by pre-paid first-class post, and

(c) sent to

(i) the Mortgagor at

C/o Howard Kennedy FSI LLP, 19 Cavendish Square, London, W1A 2AW

Attention C R Langford

(ii) the Lender at

Zouk Mosbeh, North Highway – Building of the Association of Industrialists in
Kesrwan – 1st floor

Attention Boulos Hankash

or to any other address as is notified in writing by one party to the other from time to time

12 2 Receipt by Mortgagor

Any notice or other communication that the Lender gives to the Mortgagor shall be deemed to have been received

(a) if delivered by hand, at the time it is left at the relevant address,

(b) if posted by pre-paid first class post or other next working day delivery service, on the second Business Day after posting; and

A notice or other communication given as described in clause 12 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

13 GOVERNING LAW AND JURISDICTION

13 1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

13 2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

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

SCHEDULE

PROPERTY

41 Eaton Mews North London SW1X 8AS as register under Title Number NGL702350

Christopher Robin Langford

Executed as a deed by 41 EATON MEWS NORTH LIMITED acting by CHRISTOPHER ROBIN LANGFORD a Director in the presence of

[SIGNATURE OF WITNESS]

[Signature]

Director

NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

SHWANTHA PANG SOLICITOR

Howard Kennedy LLP
1 London Bridge
LONDON
SE1 9BG
DX 144370 Southwark 4

Executed as a deed by AK-AL SAL acting by BOULOS HANKASH a Director, in the presence of

[SIGNATURE OF WITNESS]

Director

NAME, ADDRESS [AND OCCUPATION] OF WITNESS]