



Registration of a Charge

Company name: **SHAVIRAM HEADINGTON LTD**

Company number: **10858493**



X7FUZWG8

Received for Electronic Filing: **04/10/2018**

Details of Charge

Date of creation: **28/09/2018**

Charge code: **1085 8493 0001**

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: **BIRD & BIRD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10858493

Charge code: 1085 8493 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2018 and created by SHAVIRAM HEADINGTON LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2018 .

Given at Companies House, Cardiff on 8th October 2018

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

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Dated 28 September 2018

SHAVIRAM HEADINGTON LTD

and

MIZRAHI TEFAHOT BANK LIMITED

RENT CHARGE AGREEMENT

We hereby certify that, save for material redacted pursuant to S859B of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Bird & Bird LLP
12 Newfetter Lane, London
EC4A 3DP
1 October 2018

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

REDACTED

Shaviram Headington Ltd.
P.C. No. 10858493

REDACTED

THIS CHARGE is made the 28th day of September 2018

BETWEEN:

- (1) **MIZRAHI TEFAHOT BANK LIMITED** acting through its London Branch, presently of 30 Old Broad Street, London EC2N 1HQ (the “**Bank**”) and
- (2) **SHAVIRAM HEADINGTON LTD** a company incorporated under the laws of England and Wales under company number 10858493 whose registered office is at Farley Court, 1 Allsop Place, London NW1 5LG (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 25 September 2018 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 Nielsen House, London Road, Headington, Oxford OX3 9RW as the same is registered at HM Land Registry with Title Absolute under Title Number ON337634 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 as the Bank may from time to time agree or direct.

Shaviram Headington Ltd

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2. The Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor does not do so the Bank may give such instruction on its behalf.
6. The Mortgagor 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.

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Executed as a Deed
by Shaviram Headington Ltd
acting by a director:

REDACTED
Shaviram Headington Ltd.
P.C. No. 10858493

Signature:

Director: REDACTED
Ilan Shavit
Executive Director

In the presence of:

Signature of witness:

REDACTED

Name of witness:

Bluma Uzan
Senior Legal PA

Address:

58 Harakevet St.
Electra City Tower-10th floor
Tel-Aviv, Israel 6172016