



Registration of a Charge

Company Name: **QUENTIN BLAKE CENTRE FOR ILLUSTRATION**

Company Number: **04484943**



XC7K92YJ

Received for filing in Electronic Format on the: **11/07/2023**

Details of Charge

Date of creation: **07/07/2023**

Charge code: **0448 4943 0005**

Persons entitled: **THE CHARITY BANK LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **BATES WELLS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4484943

Charge code: 0448 4943 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2023 and created by QUENTIN BLAKE CENTRE FOR ILLUSTRATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th July 2023 .

Given at Companies House, Cardiff on 12th July 2023

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**

Dated

7 July 2023

Quentin Blake Centre for Illustration

- and -

The Charity Bank Limited

Mortgage Debenture

CERTIFIED

To be a true copy of the original

LA007 03/06/13

Bates Wells

Bates Wells & Braithwaite London LLP

Registered OC325522

Dated 11/7/2023

This deed is dated

7 July 2023

Parties

- (1) **Quentin Blake Centre for Illustration** incorporated and registered in England and Wales with company number 04484943 and whose registered charity number is 1095210 whose registered office is at c/o Goldwins Limited, 75 Maygrove Road, London, NW6 2EG ("the Borrower"); and
- (2) **The Charity Bank Limited** incorporated and registered in England and Wales with company number 4330018 who registered office is at Fosse House, 182 High Street, Tonbridge, Kent, TN9 1BE ("the Bank").

Agreed Terms

1. Covenant to Pay

The Borrower covenants when the same shall be or become due or, in the absence of any specified due date, to pay and discharge to the Bank on demand all moneys obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Bank whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner together with interest charges and other expenses so that interest shall be calculated and compounded as may be agreed from time to time between the parties or, if not agreed, in accordance with the usual practice of the Bank from time to time as well after as before any demand made or judgment obtained hereunder.

2. Charge

- 2.1 The Borrower with full title guarantee and as a continuing security hereby charges with the payment or discharge of all moneys obligations and liabilities hereby covenanted to be paid or discharged by the Borrower together with all costs and expenses incurred by the Bank in relation to this Debenture or the moneys obligations and liabilities hereby secured:

2.1.1 by way of first legal mortgage any freehold leasehold or other immovable property referred to in the Schedule to this Debenture together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon and the proceeds of sale thereof;

2.1.2 by way of first fixed charge:

- (a) all other freehold leasehold and other immovable property now or in the future belonging or charged to the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon and the proceeds of sale thereof;
- (b) all plant and machinery computers office and other equipment now or in the future belonging to the Borrower and the full benefit of any warranties or maintenance contracts for any of the same;
- (c) all cash at bank, book debts and other debts including rents now or in the future due or owing to the Borrower;

- (d) all stocks shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving therefrom;
- (e) the goodwill of the Borrower and its uncalled capital for the time being;
- (f) the benefit of any licences and all patents patent applications inventions trade marks service marks designs and trade names copyright knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Borrower;

2.1.3 by way of first floating charge the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Bank by way of legal mortgage or fixed charge by this Debenture.

2.2 The Bank may convert the floating charge at any time by notice in writing to the Borrower into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice. The floating charge created by this Debenture shall unless otherwise agreed in writing by the Bank automatically and without notice immediately be converted into a fixed charge in the event that the Borrower shall create or permit to subsist any mortgage charge pledge lien or other security interest other than this Debenture or if any person takes any step to levy any distress attachment execution or other legal process against any of the said property or assets.

2.3 The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice determine or affect any other security which the Bank 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 Bank over the property charged by this Debenture 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 Bank.

3. Restrictions on Dealing

3.1 The Borrower shall not without the prior written consent of the Bank:

- 3.1.1 create or permit to subsist any mortgage charge pledge lien (other than a lien arising by operation of law) or other security interest on any of its assets other than this Debenture;
- 3.1.2 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 any agreement or grant any option for any such sale transfer lease loan or other disposal;
- 3.1.3 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 Sections 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 administrator or receiver appointed under this Debenture and being an agent of the Borrower and the Bank may grant or accept surrenders of leases without restriction;

- 3.1.4 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 Borrower except for the purpose of effecting repairs or replacing the same, but for the avoidance of doubt the Borrower is permitted to carry out non-structural alterations in the normal course of business following practical completion of the Development (as defined in the Loan Agreement) without the Bank's consent.

4. Covenants by the Borrower

4.1 The Borrower 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 Bank free access at all times to view 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 Bank may require (except in relation to the leasehold property referred to in the Schedule which shall be insured in accordance with the terms of the Borrower's leases) and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Bank noted upon all policies of such insurance and will produce or deposit with the Bank all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances;
- 4.1.3 subject to any rights of a lessor (and except in respect of any insurance proceeds applied by the Borrower in accordance with its insurance obligations under the terms of a lease), apply any insurance proceeds in making good the loss or damage or at the Bank's option in or towards the discharge of the monies obligations and liabilities secured by this Debenture;
- 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 Debenture is held;
- 4.1.5 deal with its book or other debts and all licence fees, royalties and other moneys deriving from its intellectual property in accordance with any directions from time to time given in writing by the Bank and in default of any subject to any such directions not 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 Bank all deeds certificates and documents constituting or evidencing title to the property or any part thereof charged by this Debenture and copies of 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 which relate to the assets of the Borrower charged by this Debenture;
- 4.1.8 provide the Bank with all financial and other information with respect to the assets, liabilities and affairs of the Borrower and its subsidiaries and associated companies (if any) that the Bank may from time to time require.

- 4.2 If the Borrower shall fail to satisfy the Bank that it has performed any of its obligations under clause 4.1 then the Bank 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 moneys expended by the Bank shall be reimbursed by the Borrower 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 Debenture shall become enforceable:

- 5.1.1 if any of the moneys obligations and liabilities secured by this Debenture shall not be paid or discharged by the Borrower in accordance with clause 1; or
- 5.1.2 if the Borrower shall be in breach of any provision of this Debenture or of any agreement containing any terms and conditions of or applicable to the moneys obligations and liabilities secured by this Debenture; or
- 5.1.3 upon the presentation of a petition for the winding up of the Borrower or the making of an order for the winding up of the Borrower or the passing by the Borrower of a resolution for voluntary winding up; or
- 5.1.4 if an encumbrancer shall take possession of or an Administrator or a Receiver shall be appointed over or any secured creditor of the Borrower shall seek to enforce his security in respect of all or any of the property or assets charged by this Debenture; or
- 5.1.5 if a petition shall be presented for an administration order in relation to the Borrower; or
- 5.1.6 if the Borrower shall enter into any composition or arrangement for the benefit of its creditors; or
- 5.1.7 any other event shall take place which in the opinion of the Bank puts in jeopardy all or any part of the security created by this Debenture.

- 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 Debenture shall arise on and be exercisable at any time after the Bank shall have demanded the payment or discharge by the Borrower of all or any of the moneys obligations and liabilities secured by this Debenture.

- 5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Debenture.

6. Appointment of Administrator or Receiver

- 6.1 The floating charge created by the Debenture is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986 (inserted by section 247 of and schedule 16 to the Enterprise Act 2002).

- 6.2 At any time after this Debenture has become enforceable or if the Borrower so requests in writing the Bank may without further notice to the Borrower appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be an administrator (an "Administrator") or receiver (a "Receiver") of all or any part of the property charged by this

Debenture 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 Administrator or Receiver and appoint another or others in his or their place.

- 6.3 Any Administrator or Receiver shall be the agent of the Borrower which shall be solely responsible for his acts and defaults and the payment of his remuneration.
- 6.4 Any Administrator or Receiver shall subject to any liabilities or restrictions expressed in the deed or instrument appointing him 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 and administrators appointed under those Acts which in the case of joint Administrators or Receivers may be exercised either jointly or severally. In addition, but without prejudice to the generality of the foregoing the Administrator or Receiver shall have power (in the name of the Borrower or otherwise and in such manner and on such terms and conditions as he shall think fit) to:
- 6.4.1 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;
 - 6.4.2 carry on or concur in carrying on the business of the Borrower and to raise money from the Bank or others on the security of any property charged by this Debenture;
 - 6.4.3 purchase or acquire any land and purchase, acquire and grant any interest in or right over land;
 - 6.4.4 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 Debenture and to carry any such transactions into effect;
 - 6.4.5 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;
 - 6.4.6 make any arrangement or compromise between the Borrower and any other person which he may think expedient;
 - 6.4.7 make and effect all repairs improvement and insurances;
 - 6.4.8 purchase materials tools equipment goods or supplies;
 - 6.4.9 call up any uncalled capital of the Borrower with all the powers conferred by the Articles of Association of the Borrower in relation to calls;
 - 6.4.10 employ engage and appoint managers and other employees and professional advisers;
 - 6.4.11 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 Debenture and which he lawfully may or can do.

7. Application of Proceeds

- 7.1 Any moneys received by the Bank or any Administrator or Receiver shall subject to the repayment of any claims having priority to the charges created by this Debenture be applied in the following order but without prejudice to the right of the Bank to recover any shortfall from the Borrower:
- 7.1.1 in the payment of all costs charges and expenses of and incidental to the appointment of the Administrator or Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
 - 7.1.2 in the payment of the Administrator's or Receiver's remuneration;
 - 7.1.3 in or towards the satisfaction of the moneys obligations and liabilities secured by this Debenture in such order as the Bank in its absolute discretion thinks fit;
 - 7.1.4 in payment of the surplus (if any) to the person or persons entitled to it.
- 7.2 All moneys received recovered or realised by the Bank under this Debenture may be credited at the discretion of the Bank to any suspense or impersonal account and may be held in such account for so long as the Bank shall think fit pending its application from time to time in or towards the discharge of any of the moneys obligations and liabilities secured by this Debenture.

8. Protection of Third Parties

No person dealing with an Administrator or a Receiver or the Bank 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 Debenture or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Administrator or Receiver or the Bank. 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 an Administrator or a Receiver or the Bank.

9. Entry into Possession

If the Bank or any Administrator or 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 Bank nor any Administrator or 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 Borrower for anything except its or his actual receipts or be liable to the Borrower 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 Borrower irrevocably appoints the Bank any Administrator or Receiver and any person nominated by the Bank jointly and also severally to be the attorney of the Borrower 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 Bank or any Administrator or Receiver may require or deem proper for any of the purposes of or which the Borrower ought to do under this Debenture. The Borrower agrees to ratify and confirm anything such attorney shall lawfully and properly do.

11. Currency Indemnity

For the purpose of or pending the discharge of any of the moneys obligations and liabilities secured by this Debenture the Bank may convert any moneys received recovered or realised by the Bank under this Debenture (including the proceeds of any previous conversion) from their existing currency into such other currency as the Bank may think fit and any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency. As a separate and independent obligation the Borrower agrees to indemnify and hold harmless the Bank against any shortfall between any amount received or recovered by it in respect of any payment due under this Debenture and converted in accordance with the clause into the currency in which such amount was payable and the amount in such currency which was due and payable to the Bank under this Debenture.

12. New Accounts

If the Bank shall at any time receive actual or constructive notice of any charge or other interest affecting any part of the property hereby charged then the Bank may open a new account or accounts for the Borrower and if the Bank does not do so then the Bank shall be treated as if it had in fact done so at the time when it received or was deemed to receive notice and as from that time all payments made by the Borrower to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Debenture at the time when the Bank received or was deemed to have received such notice.

13. Prior Charges

If there is any encumbrance over any of the property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Bank or any Administrator or Receiver appointed under this Debenture in respect of such property may (but without prejudice to any rights the Administrator or 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 mortgagee chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Borrower and all the principal interest costs charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Debenture and all the powers conferred by any prior encumbrance upon the encumbrancer or any administrator or receiver thereunder shall be exercisable by the Bank or an Administrator or a Receiver in like manner as if the same were expressly included in this Debenture.

14. Further Assurance

The Borrower shall at its own cost whenever requested by the Bank immediately execute and sign all such deeds and documents and do all such things as the Bank may require for the purpose of perfecting or more effectively providing security to the Bank for the payment and discharge of the moneys obligations and liabilities secured by this Debenture or to facilitate the realisation of the property and assets mortgaged and charged by this Debenture or the exercise of any rights vested in the Bank or any Administrator or Receiver.

15. Set-off

The Bank may at any time and without notice to the Borrower combine or consolidate all or any of the Borrower's then existing accounts with and liabilities to the Bank 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 Borrower to the Bank on any other account or in any other respects. The Bank shall notify the Borrower that such a transfer has been made.

16. Costs and Indemnity

16.1 All costs and expenses incurred by the Bank in relation to this Debenture or the moneys obligations and liabilities hereby secured including for the avoidance of doubt all amounts the Bank may from time to time require to compensate it for its internal management and administrative costs and expenses shall be reimbursed by the Borrower to the Bank on demand on a full indemnity basis and until so reimbursed shall carry interest in accordance with the provisions set out in clause 1 from the date of payment to the date of reimbursement and be secured on the property charged by this Debenture. A certificate signed by the Bank as to the amount of such costs and expenses shall be conclusive and binding upon the Borrower.

16.2 The Bank and every Administrator or Receiver attorney or other person appointed by the Bank under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Debenture 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 Debenture 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 Debenture and the Bank and any such Administrator or Receiver may retain and pay all sums in respect of the same out of the moneys received under the powers conferred by this Debenture.

17. Miscellaneous

17.1 The Bank may without discharging or in any way affecting the security created by this Debenture or any remedy of the Bank 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 Borrower and may make any arrangement variation or release with any person or persons without prejudice either to this Debenture or the liability of the Borrower for the moneys obligations and liabilities secured by this Debenture.

17.2 The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression 'the Bank' shall include its successors and assigns and the Bank shall be entitled to disclose any information to any actual or prospective assignee successor or participant.

17.3 The provisions of this Debenture 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.

17.4 The rights and remedies of the Bank provided by this Debenture 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 Bank may deem expedient.

17.5 Any reference in this Debenture 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.

18. Communications

18.1 Every notice demand or other communication under this Debenture shall be in writing and may be delivered personally or by letter to the relevant party's address specified at the head of this Debenture or its registered or principal office for the time being or to such other address as may be notified by the relevant party to the other party in accordance with this Clause for such purpose.

18.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) twenty four hours after being posted first class postage prepaid (if posted from and to an address within the United Kingdom) or 5 working days after being posted prepaid airmail (if posted from or to an address outside the United Kingdom) and (if delivered personally) at the time of delivery if during normal business hours on a working day in the place of intended receipt and otherwise at the opening of business in that place on the next succeeding such working day.

19. Governing Law and Jurisdiction

19.1 This Debenture is governed by and shall be construed in accordance with English law.

19.2 The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the English Courts for all purposes of this Debenture or any matter in connection therewith howsoever arising.

20. Third Party Rights

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Debenture but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this Debenture or any part of this Debenture which is permitted in accordance with its terms).

21. Charity Provisions

21.1 The land charged is held by the Borrower, a non-exempt charity and this charge is not one falling within section 124(9) of the Charities Act 2011, so the restrictions imposed by section 124 of that Act apply.

21.2 The Directors of the Borrower, being the persons who have the general control and management of its administration certify that they have power under the provisions establishing it as a charity and regulating its purposes and administration to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the said Act.

21.3 In the event that the constitution of the Borrower provides for the trustees of the Borrower to be personally liable and in all other cases the trustees shall be liable (subject as mentioned in the proviso to this clause 21.3) under the covenants on the part of the Borrower contained in this Debenture only to the extent of the assets vested in them or in any other person or persons in trust for or for the benefit of the Borrower and not further or otherwise but nothing contained in this Debenture shall affect the powers or remedies of the Bank except as regards the personal liability of the trustees **PROVIDED ALWAYS** that in any case where it has been determined by the court that a trustee has been negligent (or has otherwise been in breach of the Charities Acts and personal liability should flow from that court decision) then such trustee shall be personally liable under the covenants on the part of the Borrower contained in this Debenture.

22. Land Registry

The Borrower certifies that this Debenture does not contravene its Memorandum and Articles of Association and has been executed in accordance therewith and 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 Debenture that:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 7 July 2023 in favour of The Charity Bank Limited referred to in the Charges Register."

23 Execution by the Borrower

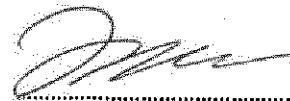
Two of the directors of the Borrower are authorised to execute this deed on behalf of the Borrower and give the certifications in clause 21 on behalf of all of the directors of the Borrower in pursuance of Section 333 of the Charities Act 2011.

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

Schedule

EXECUTED as a DEED by Quentin Blake Centre for Illustration)

acting by two directors)


.....
Director


.....
Director

EXECUTED as a DEED by)
THE CHARITY BANK LIMITED acting by a)
director in the presence of a witness:)
)

Signature of director:

Name of director:

Signature of witness:

Name of witness:

Address of witness:

.....

.....

Occupation of witness: