

MR01

Particulars of a charge



Companies House

000135-26

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 the
instrument Use form MR02

For further information please



uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

A34 10/12/2015 #21
COMPANIES HOUSE

A15 02/12/2015 #336
COMPANIES HOUSE

☒ You must enclose a certified copy of the instrument with this form.
It must be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 08837235 ✓
Company name in full KETTERING CULTURAL QUARTER LIMITED ✓

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 30/11/2015 ✓

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 BYBROOK FINANCE SOLUTIONS LIMITED ✓

Name

Name

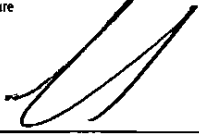
Name

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

MRO1

Particulars of a charge

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 17, 18 and 18a Horsemarket, Kettering NN16 0DQ as registered at HM Land Registry under Title Number NN46780 The freehold property known as 16 Horsemarket, Kettering NN16 0DQ as registered at HM Land Registry under Title Number NN72976 and for more details please refer to the instrument	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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement¹ 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 <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here 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 Charlotte Clarke

Company name Ashteds Solicitors

Address 1 Harcourt Way

Meridian Business Park

Post town Leicester

County/Region Leicestershire

Postcode L E 1 9 1 W P

Country England

DX

Telephone 0116 2825282



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: 8837235

Charge code: 0883 7235 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2015 and created by KETTERING CULTURAL QUARTER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th December 2015.

9

Given at Companies House, Cardiff on 16th December 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

30th November

2015

LEGAL CHARGE

between

KETTERING CULTURAL QUARTER LIMITED

and

BYBROOK FINANCE SOLUTIONS LIMITED

We certify this to be a
copy of the original

Ashteds Solicitors
11 Harcourt Way
Meridian Business Park
Leicester LE19 1WP

30/11/15

ASHTEDS
SOLICITORS

THIS LEGAL CHARGE is made on

30th November

2015

BETWEEN

- (1) **KETTERING CULTURAL QUARTER LIMITED** incorporated and registered in England and Wales with company number 08837235 whose registered office is at 8 Holly House, 70 St Mary's Road, Market Harborough, Leicestershire LE16 7FE ('the Mortgagor'), and
- (2) **Bybrook Finance Solutions Limited** incorporated and registered in England and Wales with company number 08265871 whose registered office is at Bybrook House, Cross Bank, Great Easton, Leicestershire LE16 8SR ('the Lender')

NOW THIS DEED WITNESSES as follows

1 Definitions

In this charge, unless the context otherwise requires

1 1 **Act.** the Law of Property Act 1925,

1 2 **Loan Agreement:** the Loan Agreement dated on 30 November 2015 made between Mortgagor (1) and the Lender (2)

1 3 **Property:** the properties referred to in the schedule, all fixtures in or about them, and all and every interest in them or in the proceeds of sale of them the Mortgagor may charge at law or in equity, and where the context admits references to 'the Property' include any of the properties or any part of them

1 4 **Secured Sums:** all the Mortgagor's liabilities to the Lender of any kind whether pursuant to the Loan Agreement, or otherwise (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's interest and costs

1 5 the expression 'the Mortgagor', where the context so admits, includes the person for the time being entitled to redeem this security and the expression 'the Lender', where the context so admits, includes its successors in title and assigns

2 Covenant to pay

The Secured Sums are due for payment by the Mortgagor in accordance with the provisions of the Loan Agreement or as notified to the Mortgagor by the Lender from time to time. The Mortgagor covenants with the Lender to repay the Secured Sums in accordance with such provisions.

3 Charge

The Mortgagor with full title guarantee charges the Property by way of legal mortgage as a continuing security to the Lender with the payment of all money covenanted to be paid by the Mortgagor under this charge.

4 Covenants by Mortgagor

The Mortgagor covenants with the Lender to observe and perform the restrictions and obligations set out below.

4.1 Repair

The Mortgagor shall keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Property when they become obsolete, worn out or destroyed.

4.2 Payment of outgoings

The Mortgagor shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Property as and when they become payable and on demand must produce the receipt for such payments.

4.3 Lender's right of inspection

The Mortgagor must permit the Lender to enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this charge and without

becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same

4 4 Not to alter buildings etc

The Mortgagor must not, without the previous consent in writing of the Lender or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing, make any alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings

4 5 Observance of covenants and compliance with notices

4 5 1 The Mortgagor must observe and perform all covenants, conditions, agreements or obligations to be observed and performed on the part of the tenant contained in any lease under which any of the Property is held by the Mortgagor, and enforce observance and performance of the landlord's covenants in any such lease

4 5 2 If the Mortgagor receives any notice served under section 146 of the Act or any proceedings are commenced for forfeiture of any such lease or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease, the Mortgagor must give immediate notice in writing to the Lender and at the request of the Lender at the expense of the Mortgagor must take such steps as the Lender may require

4 6 Observance of terms of conveyances etc

The Mortgagor must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding upon the Mortgagor

4 7 Observance of Acts of Parliament

The Mortgagor must observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Property or any development or the use of the Property for any purpose or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time

4 8 Creation of other mortgages etc

The Mortgagor must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security

4 9 Sale etc of Mortgaged Premises

The Mortgagor must not sell or dispose of the Property or any estate or interest in it or share or part with possession or occupation of it

4 10 **Perfection of security**

The Mortgagor must execute and do all such assurances and things as the Lender may require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Lender may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it

4 11 **Payment of costs etc**

The Mortgagor must pay on demand, on the footing of a full indemnity by the Mortgagor from and against them, all costs, charges and expenses, whether in the nature of income or capital, incurred by the Lender or by any receiver appointed by it in or in connection with the exercise of any powers conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Property and the remuneration of any receiver

5 **Statutory powers**

5 1 The statutory powers conferred upon the Lender as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in section 205 of the Act, or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge

5 2 The Mortgagor shall not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of the Lender previously obtained but the Lender shall be entitled to grant or accept surrenders of leases without restriction after the power of sale has become exercisable

5 3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this security

6 **Enforcement of security**

6.1 **Powers to be exercisable without restrictions**

Section 103 of the Act shall not apply to this security Failing payment of the Secured Sums as and when they become due or other breach of the covenants and conditions on the Mortgagor's part contained in this charge, this security shall become enforceable and the powers conferred

upon the Lender by the Act and this charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property

6 2 Appointment of receiver

6 2 1 At any time after this security has become enforceable or if at any time the Property appears to the Lender to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy, the Lender may by writing under the hand of any officer of the Lender and without notice to the Mortgagor

6 2 1 1 appoint any person, whether an officer of the Lender or not, to be a receiver of the Property or any part of it, and

6 2 1 2 remove any such receiver, whether or not appointing another in his place, and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed

6 2 2 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

6 2 3 Any receiver so appointed shall, in addition to the powers conferred by the Act, have power at his discretion, to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage that may arise or be occasioned to

6 2 3 1 take possession of, collect and get in the Property,

6 2 3 2 repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Property or acquire by purchase lease or otherwise any further property, assets or rights,

6 2 3 3 dispose or concur in disposing of the Property, or let, or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the Property, and in particular but without prejudice to the generality of the above, carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Mortgagor or otherwise,

6 2 3 4 exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of the Property,

6 2 3 5 make any arrangement or compromise in respect of the rights of the Mortgagor,

- 6 2 3 6 appoint employ or dismiss managers, officers, contractors or agents,
- 6 2 3 7 raise or borrow money, from the Lender or otherwise, upon the security of the Property,
- 6 2 3 8 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him,
- 6 2 3 9 do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers, and
- 6 2 3 10 do anything in relation to the Property that he could do if he were absolutely entitled to it

The receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender and shall not be responsible, nor shall the Lender be responsible, for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Mortgagor and the Mortgagor shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration

6.3 Exercise of receiver's powers by the Lender

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender may at its discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Mortgagor exercise any power which a receiver appointed by it could exercise

6.4 Sale of mortgaged premises

Where the Property is sold by the Lender or any receiver appointed by the Lender it may be sold either

- 6 4 1 together or in parcels,
- 6 4 2 by public auction or private contract, and
- 6 4 3 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance

The Lender or receiver may upon any sale make any special or other stipulations as to title or otherwise that the Lender or receiver considers expedient, and may buy in, rescind or vary any contract for sale. Any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in that company or any other company, and may be for such consideration as the Lender or the receiver as the case may be considers sufficient

7 Money arising on enforcement of security

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority

7 1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,

7 2 in payment of the interest remaining unpaid, and

7 3 in payment of all principal money, premiums or other sums comprised in the Secured Sums, and any other surplus may be paid to the person so entitled. If the Lender so determines payments may be made on account of principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but any alteration in the order of payment of principal, premium and other sums and interest shall not prejudice the right of the Mortgagor to receive the full amount to which the Mortgagor would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay

8 Power of attorney

The Mortgagor irrevocably and by way of security appoints the Lender any person nominated for the purpose by the Lender in writing under hand by an officer of the Lender, including every receiver appointed by it, severally as attorney of the Mortgagor, for the Mortgagor and in his name and on his behalf and as his act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing he ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under it or otherwise for any of the purposes of this security. The Mortgagor covenants with the Lender to ratify and confirm all acts or things made, done or executed by the attorney

9 Liability

9 1 Neither the Lender nor any receiver appointed by the Lender shall by reason of entering into possession of the Property be liable to account as mortgagee in possession or for anything except actual receipts, or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

10 Persons dealing with Lender or receiver

No person dealing with the Lender or any receiver appointed by it, or with its or his attorney or agent, shall be concerned, bound or entitled to enquire or be affected by notice as to

10 1 whether this security has become enforceable,

10 2 whether any power exercised or purported to be exercised by it or him has become exercisable,

10 3 the propriety or purpose of the exercise of any power under this charge,

10 4 whether any money remains due on the security of this charge, or

10 5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

The receipt of the Lender or any receiver or its or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

11 Continuing security

11 1 This security shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums

11 2 The Lender may on receiving notice that the Mortgagor has encumbered the Property close any account with the Mortgagor and open a new account, and without prejudice to any right of the Lender to combine accounts no money paid in or carried to the Mortgagor's credit in the new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any closed account

11 3 If the Lender does not open a new account or accounts immediately on receipt of such a notice 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 Mortgagor shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Lender at the time when it received the notice

12 Default by Mortgagor

Without prejudice to any other rights and remedies of the Lender and whether or not the Secured Sums have become due, if default is at any time made by the Mortgagor in the performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Lender to perform them or to settle, liquidate or compound or contest any claim made against the Mortgagor and to pay all costs, expenses and damages occasioned as a result, with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Property without being deemed to be mortgagee in possession by reason of such entry

13 Indulgence

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Mortgagor or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Mortgagor or any other person

14 Demands and notices

A demand or notice under this charge shall be made in writing signed by an officer of the Lender and may be served on the Mortgagor either personally or by post or email. A demand or notice by post may be addressed to the Mortgagor at his address or place of business last known to the Lender (or at its registered office in the case of a company) or at an email address provided by the Mortgagor to the Lender, and a demand or notice so addressed and posted or sent by email shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Mortgagor

15 Representation and warranty

The Mortgagor represents and warrants to the Lender that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement

16 Land Registry Restriction

The Mortgagor requests the Chief Land Registrar to enter the following restriction for the benefit

of the Lender against the registered titles of the Mortgagor to the Property

"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 [2015] in favour of Bybrook Finance Solutions Limited referred to in the Charges Register "

SCHEDULE


The Property

- 1 The freehold property known as 17, 18 and 18a Horsemarket, Kettering NN16 0DQ as registered at HM Land Registry under Title Number NN46780
- 2 The freehold property known as 16 Horsemarket, Kettering NN16 0DQ as registered at HM Land Registry under Title Number NN72976
- 3 The freehold property known as 6 Queen Street, Kettering NN16 0BZ as registered at HM Land Registry under Title Number NN152622


In witness whereof these presents were executed as a deed the day and year first above written

Executed as a deed by
KETTERING CULTURAL QUARTER LIMITED
acting by KEVIN JONES, a director and
MICHAELA JONES, a director


Director


Director

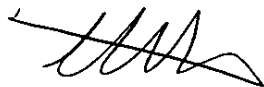
Executed as a deed by **BYBROOK FINANCE
SOLUTIONS LIMITED** acting by
RAJAN UPPAL, a director,
in the presence of


Director

Witness signature

Witness name

Witness address



CHARLOTTE CLARKE

Ashted Solicitors, 1 Haverhill Way, Leicester LE19 1WP