



**Registration of a Charge**

Company Name: **THE LIGHT NIGHTCLUB SC LTD**

Company Number: **13691218**



Received for filing in Electronic Format on the: **24/12/2021**

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**Details of Charge**

Date of creation: **07/12/2021**

Charge code: **1369 1218 0001**

Persons entitled: **RAPTURE VENUES LIMITED**

Brief description: **THE LIGHT, THE CHURCH, OSWALD ROAD, SCUNTHORPE, DN15 7PU  
REGISTERED AT HM LAND REGISTRY (ON THE DATE OF THIS DEED)  
UNDER TITLE NUMBER HS254572**

**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: **BRIDGE MCFARLAND LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 13691218

Charge code: 1369 1218 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2021 and created by THE LIGHT NIGHTCLUB SC LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2021 .

Given at Companies House, Cardiff on 31st December 2021

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 December

2021

(1) THE LIGHT NIGHTCLUB SC LTD

and

(2) RAPTURE VENUES LIMITED

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**LEGAL MORTGAGE**

Relating to The Light, The Church, Oswald Road,  
Scunthorpe, DN15 7PU

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BG Solicitors LLP

Grimsby

[Ref: WJK/RAP04-14]

THIS LEGAL MORTGAGE is made the

day of

7 December

2021

BETWEEN:

- (1) **THE LIGHT NIGHTCLUB SC LTD** incorporated and registered in England and Wales with company number 1369121 whose registered office is situate at 17 Old Courts Road, Brigg, North Lincolnshire, DN20 8JD (the "**Mortgagor**"); and
- (2) **RAPTURE VENUES LIMITED** incorporated and registered in England and Wales with company number 05032440 whose registered office is situate at 7 Checkpoint Court, Sadler Road, Lincoln, LN6 3PW (the "**Secured Party**")

IT IS AGREED as follows:

1. In this Deed the following expressions shall have the following meanings:

"Act"	means the Law of Property Act 1925
"Buyer"	means the Mortgagor
"Deferred Payment"	means the Deferred Payment as defined in and payable under the Facility Agreement by 134 weekly instalments.
"Facility Agreement"	made between the Mortgagor and the Secured Party as herein defined.
"Property"	the whole of the freehold property known as The Light, The Church, Oswald Road, Scunthorpe, DN15 7PU registered at HM Land Registry (on the date of this Deed) under title number HS254572.
"Receiver"	means any person or persons appointed as a receiver of the whole, or any part, of the Property
"Secured Obligations"	means the obligations on the part of the Mortgagor to pay the Deferred Payment
"Seller"	means the Secured Party

2. The Mortgagor:
  - 2.1 with full title guarantee (to the full extent of each and every interest the Mortgagor has in the same) charges by way of legal mortgage all estates or interest in the Property together with all buildings, fixtures, and erections on the Property (from time to time);
3. The Secured Party is hereby irrevocably authorised, as agent for the Mortgagor, at any time after the security created by this deed becomes enforceable to apply the net sale proceeds of any sale of the Property (to the extent that the Secured Party is empowered to procure such a sale under the terms of this Deed) towards the satisfaction of the Secured Obligations. The Mortgagor shall indemnify and keep indemnified the Secured Party against all expenses incurred by the Secured Party in this regard and the Secured Party shall not be liable for any loss or damage occasioned to the Mortgagor in this respect.
4. The Mortgagor shall:
  - 4.1 (in addition to the obligations implied pursuant to the Law of Property (Miscellaneous Provisions) Act 1994) at the request of the Secured Party take whatever other action the Secured Party may require for the purpose of perfecting, improving or more effectively securing the Mortgagor's obligations or

facilitating the realisation of the Property or the exercise of any right, power or discretion exercisable by the Secured Party or any Receiver;

5. Section 103 of the Act and section 93 of the Act (restricting the right of consolidation) shall not apply to the security created by this Deed and the statutory power of sale and power of appointing a Receiver in respect of the security hereby created shall in favour of a purchaser as defined by and in Section 205 of the Law of Property Act 1925 be deemed to arise and be exercisable immediately upon the security created by this deed becoming enforceable.
6. The statutory powers of leasing conferred on the Secured Party are extended so as to authorise the Secured Party at any time after the security created by the deed has become enforceable to lease, make agreements for leases, accept surrenders of leases and grant options as the Secured Party may think fit and without the need to comply with any provision of section 99 or 100 of the Act.
7. The Secured Party (in addition to and without prejudice to any other powers which it may have at law) may, at any time after the security created by the deed has become enforceable or upon request to such effect by the Mortgagor, appoint a Receiver or administrator (where appropriate) of the Property who shall (in addition to all statutory powers) have power to:
  - 7.1 take possession of, sell, lease, licence or otherwise dispose of the Property without restriction;
  - 7.2 manage, build out, repair, clean, develop, improve and alter the Property and/or any building on the Property;
  - 7.3 conduct any business carried on (or, in the opinion of the Secured Party or any Receiver, capable of being carried on) from the Property;
  - 7.4 effect and maintain insurance policies against physical third party or other risks;
  - 7.5 employ staff agents and other professionals;
  - 7.6 utilise any moneys from time to time received, or borrow or raise other moneys, for the purpose of financing any expenditure or costs in advance of any other payment or application; and
  - 7.7 do all such other acts and things as the Secured Party, or any Receiver, may consider necessary or desirable for the management, development or realisation of the Property and/or acts and things incidental or ancillary to the foregoing powers or the exercise of them provided that:
    - 7.7.1 neither the Secured Party, nor any Receiver, shall be liable to the Mortgagor (as mortgagee in possession or otherwise) for any loss (howsoever occurring) in the exercise of any such powers;
    - 7.7.2 any Receiver shall be the agent of the Mortgagor who shall be solely responsible for the Receiver's costs and remuneration and for all acts, omissions and liabilities of the Receiver; and
    - 7.7.3 if more than one person shall be appointed a Receiver then such persons may act jointly and/or severally, as the Secured Party shall direct.
8. Any demand, notice, appointment of a Receiver or legal or other proceedings instituted or made by the Secured Party:
  - 8.1 shall be in writing, may be signed by an officer or agent of the Secured Party and served on the Mortgagor by hand or post; and
  - 8.2 may be addressed to and served on the Mortgagor at the address for the Mortgagor noted above or if the Mortgagor notifies the Secured Party of any change of address, the last such updated address notified to the Secured Party by the Mortgage and shall be deemed to have been received (if posted) on the day following the day on which it was posted, or (if sent by hand) at the time of delivery.

9. The security created by this Deed:
- 9.1 shall be a continuing security extending to the ultimate balance of the Secured Obligations regardless of any interim settlement of account or other matter whatsoever;
- 9.2 is in addition to and shall not merge with, nor otherwise prejudice or affect any other security from time to time held by the Secured Party or any right or remedy of the Secured Party;
- 9.3 shall not in any way be prejudiced or affected by the invalidity of any such settlement or other security, or by the Secured Party now or in the future dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same, or any rights which it may now or in the future have, or giving time for payment or indulgence or compounding with any other person liable; and
- 9.4 shall be regarded as having become enforceable upon:
- 9.4.1 breach of the Secured Obligations (subject to the Mortgagor having been given a reasonable period to rectify the breach being no more than 4 weeks); and
- 9.4.2 a material breach by the Mortgagor of the terms of this deed (subject to the Mortgagor having been given a reasonable period being no more than 4 weeks to rectify the breach).
10. The Mortgagor consents to and will apply for (at the same time as registering the transfer of the Property to the Mortgagor) registration of this deed against the title to the Property at the land registry together with a restriction in the following terms being entered on the Register of Title relating to the Property registered at Land Registry:
- "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 20[ ] in favour of Rapture Venues Limited referred to in the charges register or their conveyancer."
11. Immediately following payment of the final instalment due under the Facility Agreement and subject to the Mortgagor having discharged (in full) the Secured Obligations then the Secured Party shall immediately procure that:
- (a) the Property is fully and effectively released from the security constituted by this deed; and
- (b) without prejudice to the generality of (a) enter into or procure the entry into of all necessary deeds of release and DS1 documentation (as appropriate) to give full effect to the release referred to under 14(a).
12. The Mortgagor shall not make any Disposition of the Property without the approval of the Secured Party which may be withheld in the Secured Party's absolute discretion.
13. If the Secured Party exercises its power of sale or takes possession of the Property in its capacity as mortgagee or otherwise enforces this charge the Mortgagor will grant to the Secured Party (or its nominees or the purchaser of the Property as appropriate) such easements over the Mortgagor's adjoining land and premises as the Secured Party may reasonably require to provide for access to and from the Property and the continued use of service conducting media which serve the Property subject to the persons exercising those rights from time to time covenanting to pay a proportionate maintenance and repair contribution
14. At the written request of the Mortgagor the Secured Party shall join in promptly any Statutory Agreement or Deed of Easement or other Permitted Disposal or to issue a letter in such form required by the Mortgagor (acting reasonably) to confirm the Secured Party's consent and approval as mortgagee only (and without prejudice to the provisions in this deed that no consent is required as between the Secured Party and the Mortgagor). The Mortgagor agrees to indemnify the Secured

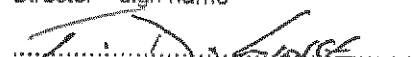
Party in respect of any liability arising from such Statutory Agreement or Deed of Easement or Permitted Disposal.

15. This Deed shall be governed by and construed in accordance with the laws of England and Wales.

This Deed has been duly executed and delivered as a deed on the date first above stated.

Executed as a Deed by  
THE LIGHT NIGHTCLUB SC LTD  
acting by a director  
in the presence of:

  
.....  
Director – sign name

  
.....  
Director – print name

Witness' signature

  
.....

Name

.....MEGAN JANDERSON.....

Address

.....10 PELHAM VIEW HILBASTON.....  
.....DN20 9DZ.....  
.....

Executed as a Deed by  
RAPTURE VENUES LIMITED  
acting by a director  
in the presence of:

.....  
Director – sign name

.....  
Director – print name

Witness' signature

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Name

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Address

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