

# MR01

## Particulars of a charge



Companies House

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☒ **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

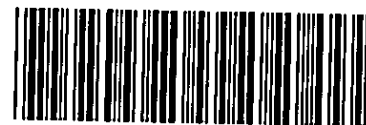
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[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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  
scanned and placed on the public record Do not send the original

FRIDAY



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A05

19/02/2016

#92

COMPANIES HOUSE

### 1 Company details

Company number 02991596

Company name in full QUEENSGATE LEISURE SERVICES 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 02/02/2016

### 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 Peter Cilenti (as Security Trustee)

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

MR01

## Particulars of a charge

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## 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

Cross guarantee and debenture in relation to certain obligations of the Chargors pursuant to a share purchase agreement dated 12 February 2016

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 <sup>①</sup>

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

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

9

## Signature

Please sign the form here

Signature

Signature

X *[Signature]*

X

MILLS & BREEVE LLP, SOLICITORS FOR THE CHARGE

This form must be signed by a person with an interest in the charge

MRO1

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 **Natasha Galilee**

Company name **Mills & Reeve LLP**

Address **8th Floor, 1 New York Street**

Post town **Manchester**

County/Region

Postcode **M 1 4 A D**

Country **United Kingdom**

DX **DX 14409 Manchester 2**

Telephone **0344 880 2666**



**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**

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

Company number: 2991596

Charge code: 0299 1596 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2016 and created by QUEENSGATE LEISURE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th February 2016.

*DX*

Given at Companies House, Cardiff on 24th February 2016



**Companies House**



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

DATED 12 FEBRUARY 2016

NADCO 2011 LIMITED (1)

and

QUEENSGATE LEISURE SERVICES LIMITED (2)

and

PETER CILENTI (3)

---

CROSS GUARANTEE AND DEBENTURE

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We hereby certify that this is a true and complete copy of the original.

Mills & Reeve LLP

Signed

Solicitors

8th - 9th Floor

1 New York Street

Manchester

M1 4HD

Dated

18/02/2016

MILLS & REEVE

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THIS DEED is made (and delivered) on 12 FEBRUARY 2016

**BETWEEN:**

- (1) **NADCO 2011 LIMITED** incorporated and registered in England and Wales with company number 07466349 whose registered office whose registered office address is at 97-99 Goodwin Street, Bradford, West Yorkshire BD1 3PP ("**Buyer**"),
- (2) **QUEENSGATE LEISURE SERVICES LIMITED** incorporated and registered in England and Wales with company number 02991596 whose registered office is at 97-99 Goodwin Street, Bradford, West Yorkshire BD1 3PP ("**Company**"), and
- (3) **PETER CILENTI** of Roundwood, Silson Lane, Baildon, Shipley, BD17 6SW (the "**Trustee**")

**BACKGROUND**

- (A) Pursuant to the sale and purchase agreement to be entered into on or around the date of this cross guarantee and debenture between Peter Cilenti and Francesca Cilenti (1) and the Buyer (2) (the "**SPA**"), the Buyer has agreed to buy and the Beneficiaries have agreed to sell the entire issued share capital of the Company
- (B) The Buyer is a newly incorporated trading vehicle, formed solely for the purpose of acquiring the entire issued share capital of the Company Accordingly, this cross guarantee and debenture provides security which the Charging Companies have agreed to give to the Trustee (for the benefit of himself and the Beneficiaries) in relation to those obligations set out within the terms of the SPA

**NOW IT IS AGREED**

**1 Definitions and interpretation**

- 1.1 Terms and definition in the SPA shall have the same meaning in this deed unless otherwise defined in this guarantee and debenture In addition the definitions and rules of interpretation in this clause apply

"**Administrator**" an administrator appointed to manage the affairs, business and property of a Charging Company pursuant to paragraph 15 of Schedule 5,

"**Beneficiaries**" has the meaning given in the Security Trust Deed,

**"Business Day"** a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market,

**"Charged Property"** all the assets, property and undertaking for the time being subject to the security interests created by this cross guarantee and debenture (and references to the Charged Property include references to any part of it),

**"Charging Companies"** together the Buyer and the Company and the term **"Charging company"** shall mean any one of them,

**"Costs"** all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on such Costs,

**"Encumbrance"** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect save and excluding trading liens or other encumbrances incurred in the ordinary course of the trading business of the Charging Companies,

**"Equipment"** all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by any of the Charging Companies (whether at any of the Properties or otherwise), including any part of them and all spare parts, replacements, modifications and additions,

**"Financial Collateral"** shall have the meaning given to that expression in the Financial Collateral Regulations,

**"Financial Collateral Regulations"** the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226),

**"Guarantee"** the guarantee contained in clause 2 (Guarantee and Indemnity) given by each Charging Company subject to and with the benefit of the provisions set out in Schedule 7,

**"Guarantor"** any Charging Company insofar as it covenants and guarantees under clause 2 (Guarantee and Indemnity) to pay or discharge monies due or owing by the



other Charging Companies and **"Guarantor"** and **"Guarantee"** shall be construed accordingly,

**"Permitted Encumbrances"** solely, the Encumbrances and the liabilities of the Buyer arising under the SPA,

**"Properties"** all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Charging Companies or any of them, or in which the Charging Companies or any of them holds an interest (including, but not limited to, the properties specified in Schedule 1) and **"Property"** means any of them,

**"Receiver"** a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 4,

**"Secured Liabilities"** means

- i the Buyer's liabilities under the SPA including (but not limited to) the continued payment of the Purchase Price on the Instalment Dates (both as defined within the SPA), and
- ii all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone in any other capacity whatsoever) and whether as principal or surety of a Charging Company to the Trustee pursuant to the SPA together with all interest accruing thereon,

**"Security Financial Collateral Arrangement"** shall have the meaning given to that expression in the Financial Collateral Regulations,

**"Security Period"** the period starting on the date of this cross guarantee and debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding, and

**"Security Trust Deed"** means the security trust deed between the Trustee and the Beneficiaries entered into on or around the date of this cross guarantee and debenture as the same may be amended, varied, supplemented, substituted, modified, novated or replaced from time to time

1 2 Unless the context otherwise requires, in this cross guarantee and debenture

- 1 2 1 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this cross guarantee and debenture,
- 1 2 2 a reference to one gender includes a reference to the other genders,
- 1 2 3 words in the singular include the plural and in the plural include the singular,
- 1 2 4 a reference to a clause or Schedule is to a clause or Schedule of or to this cross guarantee and debenture,
- 1 2 5 a reference to this cross guarantee and debenture (or any specified provision of it) or any other document shall be construed as a reference to this cross guarantee and debenture, that provision or that document as in force for the time being and as amended or novated from time to time,
- 1 2 6 a reference to a person shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person,
- 1 2 7 a reference to an amendment includes a supplement, variation, novation or re-enactment (and amended shall be construed accordingly),
- 1 2 8 a reference to assets includes present and future, undertakings, revenues, rights and benefits of every description,
- 1 2 9 a reference to an authorisation includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation,
- 1 2 10 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, and

1 2 11 the headings do not form part of this cross guarantee and debenture or any part of it and do not affect its interpretation

1 3 Nature of security over real property

A reference in this cross guarantee and debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes

1 3 1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property,

1 3 2 the proceeds of sale of any part of that property, and

1 3 3 the benefit of any covenants for title given or entered into by any predecessor in title of the Charging Company in respect of that property or any monies paid or payable in respect of those covenants

1 4 Insolvency Act 1986

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this cross guarantee and debenture

2 **Guarantee and Indemnity**

2 1 Guarantee and Indemnity

2 1 1 Each Charging Company (as Guarantor) irrevocably and unconditionally jointly and severally

(i) guarantees to the Trustee the punctual performance by each other Charging Company of all the other Charging Companies' obligations in respect of the Secured Liabilities,

(ii) undertakes to the Trustee that whenever any Charging Company does not pay any amount when due under or in connection with the Secured Liabilities, that each Guarantor shall immediately on demand pay that amount as if it were the principal obligor, and

(iii) agrees with the Trustee that if, for any reason, any amount claimed under this clause 2 is not recoverable on the basis of a

guarantee, it will be liable as a principal debtor and primary obligor to indemnify the Trustee against any cost, loss or liability it incurs as a result of any Guarantor not paying any amount expressed to be payable by it under the SPA on the date when it is expressed to be due (and the amount payable by each Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 2 if the amount claimed had been recoverable on the basis of a guarantee)

2 1 2 The Guarantees and the covenants set out in this cross guarantee and debenture are expressed to be given to or for the benefit of the Trustee are given to the Trustee or trustee for and on behalf of the Beneficiaries (or any of them, as the case may be) and any such covenants shall be read and construed accordingly

## 2 2 Extension of guarantee

The guarantee set out in clause 2 1 is given subject to and with the benefit of the provisions set out in Schedules 2 (*Covenants*) and 7 (*The Guarantee*)

## 3 Covenant to pay

Each Guarantor shall on demand from the Trustee pay as principal obligor and not merely as surety and discharge the Secured Liabilities when they become due

## 4 Grant of security

### 4 1 Charging clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Buyer with full title guarantee

4 1 1 Charges to the Trustee, by way of legal mortgage, all that property listed in Schedule 1,

4 1 2 Charges to the Trustee, by way of fixed charge

(i) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,

- (ii) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Buyer's business or the use of the Properties and all rights in connection with them, and
- (iii) all Equipment, and

4 1 3 As a continuing security for the payment and discharge of the Secured Liabilities, each Charging Company with full title guarantee charges to the Trustee, by way of floating charge, all the undertaking, property, assets and rights of the Charging Company at any time not effectively mortgaged, charged or assigned pursuant to clause 4 1 1 and clause 4 1 2

#### 4 2 Automatic conversion of floating charge

The floating charge created by clause 4 1 3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if in the future

4 2 1 the relevant Charging Company

- (i) creates, or attempts to create, over all or any part of the Charged Property an Encumbrance without the prior written consent of the Trustee or any trust in favour of another person, or
- (ii) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or
- (iii) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or
- (iv) any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property, or
- (v) the Trustee receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Charging Company

#### 4 3 Conversion of floating charge by notice

The Trustee may in its sole discretion at any time by written notice to the relevant Charging Company convert the floating charge created under this cross guarantee and debenture into a fixed charge as regards any part of the Charged Property specified by the Trustee in that notice

4 4 Assets acquired after any floating charge crystallisation

Any asset acquired by a Charging Company after any crystallisation of the floating charge created under this cross guarantee and debenture which but for such crystallisation would be subject to a floating charge shall (unless the Trustee confirms in writing to the contrary) be charged to the Trustee by way of first fixed charge

5 **Liability of Guarantors**

5 1 Liability not discharged

The liability of the Guarantors under this cross guarantee and debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by

5 1 1 any security, guarantee, indemnity, remedy or other right held by or available to the Charging Companies being or becoming wholly or partially illegal, void or unenforceable on any ground, or

5 1 2 the Trustee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person, or

5 1 3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of any Guarantor

5 2 Immediate recourse

The Guarantors waive any right they may have of requiring the Trustee to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this cross guarantee and debenture against the Guarantors

## **6 Covenants**

Each of the Charging Companies covenant with the Trustee in the terms set out in Schedule 2

## **7 Powers of the Trustee**

The Trustee shall have the powers set out in Schedule 3

## **8 Enforcement**

### **8 1 Enforcement events**

The security constituted by this cross guarantee and debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 4. The parties to this cross guarantee and debenture agree that the provisions of Schedule 4 shall apply to this cross guarantee and debenture and shall be binding between them.

### **8 2 Receiver's powers**

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 5.

### **8 3 Right of appropriation**

To the extent that the Charged Property constitutes Financial Collateral and this cross guarantee and debenture and the obligations of the Charging Company hereunder constitute a Security Financial Collateral Arrangement, the Trustee shall have the right, at any time after the security constituted by this cross guarantee and debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Trustee in its absolute discretion may from time to time determine. The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Trustee may select (including independent valuation). The Trustee agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

## **9      Costs and indemnity**

### **9 1      Costs**

Each Guarantor shall pay to or reimburse the Trustee and any Receiver on demand, on a full indemnity basis, all Costs incurred by them and/or any Receiver in relation to

9 1 1      this cross guarantee and debenture or the Charged Property, or

9 1 2      protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Trustee's or the Receiver's rights under this cross guarantee and debenture, or

9 1 3      suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this cross guarantee and debenture or the Secured Liabilities) together with, in the case of clause 9 1 2 and clause 9 1 3, interest on the amount due at the default rate of interest of 5% above the base rate of Barclays Bank PLC (from time to time)

### **9 2      Indemnity**

The Trustee and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of

9 2 1      the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this cross guarantee and debenture, or

9 2 2      any matter or thing done or omitted to be done in relation to the Charged Property under those powers, or

9 2 3      any default or delay by a Charging Company in performing any of its obligations under this cross guarantee and debenture

## **10      Release**

### **10 1      Release**



Subject to clause 12 3, upon the expiry of the Security Period (but not otherwise) the Trustee, shall take whatever action is necessary to release the Charged Property from the security constituted by this cross guarantee and debenture, upon demand

## **11 Assignment and transfer**

### **11 1 Assignment**

No Charging Company or Guarantor may at any time, without the consent of the Trustee, assign or transfer the whole or any part of the Charging Company's or Guarantor's rights and/or obligations under this cross guarantee and debenture to any person

## **12 Further provisions**

### **12 1 Independent security**

This cross guarantee and debenture shall be in addition to and independent of every other security or guarantee which the Trustee may at any time hold for any of the Secured Liabilities and no prior security held by the Trustee over the whole or any part of the Charged Property shall merge in the security created by this cross guarantee and debenture

### **12 2 Continuing security**

This cross guarantee and debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Trustee discharges this cross guarantee and debenture fully in writing

### **12 3 Discharge conditional**

Any release, discharge or settlement of a Charging Company shall be deemed conditional upon no payment or security received by the Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement

12 3 1 the Trustee shall be at liberty to retain this cross guarantee and debenture and the security created by or pursuant to this cross guarantee and debenture, including all certificates and documents relating to the whole or

any part of the Charged Property, for such period as the Trustee shall deem necessary to provide the Trustee with security against any such avoidance, reduction or order for refund, and

12.3.2 the Trustee shall be entitled to recover the value or amount of such security or payment from the Guarantors subsequently as if such release, discharge or settlement had not occurred

#### 12.4 Certificates

A certificate or determination by the Trustee as to any amount for the time being due to it from the Guarantors shall (in the absence of any manifest error) be conclusive evidence of the amount due

#### 12.5 Rights cumulative

The rights and powers of the Charging Companies conferred by this cross guarantee and debenture are cumulative, may be exercised as often as the Trustee considers appropriate, and are in addition to its rights and powers under the general law

#### 12.6 Waivers

Any waiver or variation of any right by the Trustee (whether arising under this cross guarantee and debenture or under the general law) shall only be effective if it is in writing and signed by the Trustee and applies only in the circumstances for which it was given and shall not prevent the Trustee from subsequently relying on the relevant provision

#### 12.7 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Trustee shall in any way preclude the Trustee from exercising any right or power under this cross guarantee and debenture or constitute a suspension or variation of any such right or power

#### 12.8 Delay

No delay or failure to exercise any right or power under this cross guarantee and debenture shall operate as a waiver

#### 12.9 Single or partial exercise

No single or partial exercise of any right under this cross guarantee and debenture shall prevent any other or further exercise of that or any other such right

#### 12 10 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this cross guarantee and debenture

#### 12 11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this cross guarantee and debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties

#### 12 12 Counterparts

This cross guarantee and debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

#### 12 13 Third party rights

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this cross guarantee and debenture

#### 12 14 Perpetuity period

If the rule against perpetuities applies to any trust created by this cross guarantee and debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

### **13 Notices**

#### 13 1 Service

Any notice or other communication given under this cross guarantee and debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post or by fax to the address or fax number and for the attention

of the relevant party as set out in Schedule 6 or Schedule 8, or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party

### 13 2 Receipt

Receipt of any notice, given under clause 13 1 above, shall be deemed to be

13 2 1 if delivered personally, at the time of delivery, or

13 2 2 in the case of pre-paid first-class letter, 48 hours from the date of posting,  
or

13 2 3 in the case of a fax, when received in legible form,

but if deemed receipt occurs

13 2 4 before 9 00 am on a Business Day, the notice shall be deemed to have  
been received at 9 00 am on that day, or

13 2 5 after 5 00 pm on a Business Day or on a day that is not a Business Day,  
the notice shall be deemed to have been received at 9 00 am on the next  
Business Day

### 13 3 Proof of service

In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in Schedule 6 (or as otherwise notified by that party under clause 13 1 above) and delivered either

13 3 1 to that address, or

13 3 2 into the custody of the postal authorities as a pre-paid recorded delivery  
first-class letter

### 13 4 E-mail invalid

Notice given under this cross guarantee and debenture shall not be validly served if sent by e-mail

## **14     Governing law and jurisdiction**

### **14 1    Governing law**

This cross guarantee and debenture 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 according to the law of England and Wales

### **14 2    Jurisdiction**

The parties to this cross guarantee and debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this cross guarantee and debenture or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Charging Companies to take proceedings against a Guarantor 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

### **14 3    Other service**

The Guarantors irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this cross guarantee and debenture relating to service of notices Nothing contained in this cross guarantee and debenture shall affect the right to serve process in any other manner permitted by law

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

## **Schedule 1**

### **Properties**

The following leasehold properties

#### **42-44 Westgate**

**Bradford**

**BD1 2QR**

(pursuant to a lease entered into on or around 01/12/2015 between Rowanmoor Trustees Limited, Peter Cilentì and Francesca Cilentì and (2) the Company)

#### **5 Hustlergate**

**Bradford**

**BD1 1RE**

(pursuant to a lease entered into on or around 01/12/2015 between Rowanmoor Trustees Limited, Peter Cilentì and Francesca Cilentì and (2) the Company)

## Schedule 2

### Covenants

- 1 The Buyer will not sell, transfer, assign, part possession of or otherwise dispose of in any manner its share capital in the Company and the Company will not dispose of the whole or any substantial part of its business, undertaking or assets (other than disposing of assets in the ordinary course) without the prior written consent of the Trustee provided that no such consent will be required where any such disposal proceeds are sufficient to repay in full the Secured Liabilities. Following any such disposal, a sum equal to and the Secured Liabilities will be repaid by the Buyer to the Trustee as soon as reasonably practicable following completion of the relevant transaction.
- 2 **Guarantor's Waiver of Set-Off**

Each Guarantor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by any of the Guarantors under this cross guarantee and debenture)

### Schedule 3

#### Powers of Trustee

##### 1 Power to Remedy

The Trustee shall be entitled (but shall not be bound) to remedy a breach at any time by a Guarantor of any of their obligations contained in this cross guarantee and debenture and each Guarantor irrevocably authorise the Trustee and its agents to do all such things as are necessary or desirable for that purpose

##### 2 Exercise of Rights

The rights of the Trustee under paragraph 1 of this Schedule 3 are without prejudice to any other rights of the Trustee under this cross guarantee and debenture and the exercise of those rights shall not make the Trustee liable to account as a mortgagee in possession

##### 3 Power to Dispose of Chattels

At any time after the security constituted by this cross guarantee and debenture shall have become enforceable, the Trustee or any Receiver

- (a) may dispose of any chattels or produce found on any Property as agent for each of the Guarantors, and
- (b) without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by each of the Guarantors against any liability arising from such disposal

##### 4 Prior Encumbrances

- 4 1 At any time after the security constituted by this cross guarantee and debenture shall have become enforceable or after any powers conferred by any Encumbrance having priority to this cross guarantee and debenture shall have become exercisable, the Trustee may

- (a) redeem such or any other prior Encumbrance or procure its transfer to itself, and
- (b) settle any account of the holder of any prior Encumbrance

- 4 2 Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on each of the Guarantors and all monies paid by the Trustee to an encumbrancer in settlement of such an account shall, as from its payment by



the Trustee, be due from any of the Guarantors and shall bear interest and be secured as part of the Secured Liabilities

## Schedule 4

### Enforcement

#### 1 Enforcement Events

This cross guarantee and debenture shall be enforceable if

- 1 1 any of the Secured Liabilities shall not be paid or discharged within 4 four months of the relevant Instalment Date when the same ought to be paid or discharged (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be), or
- 1 2 any of the Guarantors shall be in breach of any of their obligations under this cross guarantee and debenture or under any other agreement between the Charging Companies and that breach (if capable of remedy) has not been remedied to the satisfaction of the Trustee within 14 days of notice to remedy the breach, or
- 1 3 any Guarantor
  - 1 3 1 becomes unable to pay its debts as they fall due (and/or the value of any of the Guarantor's assets is less than the amount of its liabilities, taking into account the contingent and prospective liabilities), or
  - 1 3 2 commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or
  - 1 3 3 makes a general assignment for the benefit of, or a composition with, its creditors, or
- 1 4 the Guarantor passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, Trustee or similar officer of it or of any or all of its revenues and assets, or
- 1 5 a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of any of the Guarantors and remains undischarged for seven days,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Trustee, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Trustee may in its absolute discretion enforce all or any part of the security created by this cross guarantee and debenture as it sees fit

## 2 Statutory Power of Sale

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Trustee and a purchaser from an Enforcing Charging Company, arise on and be exercisable at any time after the execution of this cross guarantee and debenture, but the Trustee shall not exercise such power of sale until the security constituted by this cross guarantee and debenture has become enforceable under paragraph 1 of this Schedule 4

## 3 Extension of Statutory Powers

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Trustee under this cross guarantee and debenture and are extended so as to authorise the Trustee whether in its own name or in that of any of the other Guarantors to make any lease or agreement for lease, accepts surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of any of the Guarantors with whatever rights relating to other parts of it and containing whatever covenants on the part of the Guarantor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Trustee thinks fit

## 4 Protection of Third Parties

### 4 1 No purchaser, mortgagee or other person dealing with the Trustee or any Receiver shall be concerned

4 1 1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Trustee or a Receiver is purporting to exercise has become exercisable, or

4 1 2 to see to the application of any money paid to the Trustee or any Receiver

## 5 No Liability as Mortgagee in Possession

Neither the Trustee nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Property for which a mortgagee in possession might as such be liable

## 6 Appointment of Receiver

6 1 At any time after the security constituted by this cross guarantee and debenture has become enforceable, or at the request of the Charging Company, the Trustee may without further notice

6 1 1 appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property, and

6 1 2 (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may in like manner appoint another in his place

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Trustee specifies to the contrary)

6 2 The Trustee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this cross guarantee and debenture which shall be due and payable immediately upon its being paid by the Trustee

## 7 Powers Additional

7 1 The powers of sale and appointing a Receiver conferred by this cross guarantee and debenture shall be in addition to all statutory and other powers of the Trustee under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise

7 2 The power to appoint a Receiver (whether conferred by this cross guarantee and debenture or by statute) shall be and remain exercisable by the Trustee notwithstanding any prior appointment in respect of all or any part of the Charged Property

8 Agent of the Guarantors

Any Receiver appointed by the Trustee under this cross guarantee and debenture shall be the agent of each of the Guarantors and that each Guarantor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him

9 Powers of Receiver

Any Receiver appointed under this cross guarantee and debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 5

10 Order of Application of Proceeds

10 1 All monies received by the Trustee or a Receiver in the exercise of any enforcement powers conferred by this cross guarantee and debenture shall be applied

10 1 1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Trustee (and any Receiver, attorney or agent appointed by it),

10 1 2 second in paying the remuneration of any Receiver (as agreed between him and the Trustee),

10 1 3 third in or towards discharge of the Secured Liabilities in such order and manner as the Trustee shall determine, and

10 1 4 finally in paying any surplus to the relevant Guarantor or any other person entitled to it

11 Section 109(8) Law of Property Act 1925

Neither the Trustee nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities

12      Suspense Account

All monies received by the Trustee or a Receiver under this cross guarantee and debenture may, at the discretion of the Trustee or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Trustee and each of the Guarantors and may be held in such account for so long as the Trustee or Receiver thinks fit

13      Power of Attorney

13 1    By way of security the Charging Companies irrevocably appoint each other and every Receiver separately to be the attorney of each Charging Company and in their name and on their behalf and as their act and deed to execute any documents, and do any acts and things which

13 1 1 the Charging Companies/Guarantors are required to execute and do under this cross guarantee and debenture, and/or

13 1 2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this cross guarantee and debenture or by law on the Trustee or any Receiver

14      Ratification of Acts of Attorney

The Guarantors ratify and confirm and agree to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 4

15      Appointment of an Administrator

15 1    The Trustee may without notice appoint any one or more persons to be an administrator of any Guarantor pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this cross guarantee and debenture becomes enforceable

15 2 Any appointment under this paragraph 15 shall

15 2 1 be in writing signed by a duly authorised signatory of the Trustee, and

15 2 2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied

15 3 The Trustee may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 15 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason

## Schedule 5

### Further power of Receiver

1 To Repair and Develop Properties

A Receiver may undertake or complete any works of repair, building or development on any of the Properties

2 To Surrender Leases

A Receiver may grant or accept surrenders of any leases or tenancies affecting any of the Properties upon such terms and subject to such conditions as he thinks fit

3 To Employ Personnel and Advisors

A Receiver may provide services and employ, or engage, such managers contractors and other personnel and professional advisors on such terms as he deems expedient

4 To Make VAT Elections

A Receiver may make such elections for value added tax purposes as he thinks fit

5 To Charge Remuneration

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Trustee may prescribe or agree with him

6 To Realise Charged Property

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights

7 To Manage or Reconstruct any Guarantor's Business



A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the relevant Charging Company

8 To Dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of any of the Guarantors in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of any of the Guarantors) and to carry any such sale, assignment, leasing or surrender into effect Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold

9 To Make Settlements

A Receiver may make any arrangement, settlement or compromise between the Guarantor and any other person which he may think expedient

10 To Improve Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient

11 To Make Calls on Guarantor Members

A Receiver may make calls conditionally or unconditionally on the members of any of the Guarantors in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are conferred by the articles of association of any of the Guarantors on its directors in respect of calls authorised to be made by them

12 To Appoint Staff and Agents

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine

13 To Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 9, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance

14 Law Of Property Act 1925

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

15 To Borrow

A Receiver may for any of the purposes authorised by this Schedule 5 raise money by borrowing from the Trustee or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if an Enforcing Charging Company shall consent to terms under which such security ranks in priority to this cross guarantee and debenture) as he shall think fit

16 To Redeem Prior Encumbrances

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on each of the Guarantors and the monies so paid will be deemed to be an expense properly incurred by him

17 Incidental Powers

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 5 or which he lawfully may or can do as agent for each of the Guarantors

18 Scope of Powers

Any exercise of any of these powers may be on behalf of any of the Guarantors, the directors of any of the Guarantors (in the case of the power contained in paragraph 11 of this Schedule 5) or himself

## **Schedule 6**

### **Notice details**

<b>Nadco 2011 Limited</b>	97-99 Goodwin Street Bradford West Yorkshire BD1 3PP
<b>Queensgate Leisure Services Limited</b>	97-99 Goodwin Street Bradford West Yorkshire BD1 3PP
<b>Peter Cilenti</b>	Roundwood Silson Lane Baldon Shipley BD17 6SW

## Schedule 7

### The Guarantee

#### 1 Continuing Guarantee

This Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable under the SPA, regardless of any intermediate payment or discharge in whole or in part

#### 2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of a Guarantor or any security for those obligations or otherwise) is made by the other Charging Companies in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of a Guarantor under this Schedule 7 will continue or be reinstated as if the discharge, release or arrangement had not occurred

#### 3 Waiver of Defences

The obligations of a Guarantor under this Schedule 7 will not be affected by an act, omission, matter or thing which, but for this Schedule 7, would reduce, release or prejudice any of its obligations under this Schedule 7 (without limitation and whether or not known to the Charging Companies) including

- 3 1 any time, waiver or consent granted to, or composition with, a Guarantor or other person,
- 3 2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, a Guarantor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- 3 3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the relevant Guarantor or any other person,

- 3 4 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of any other document or security,
- 3 5 any unenforceability, illegality or invalidity of any obligation of any person under any other document or security, or
- 3 6 any insolvency or similar proceedings

#### 4 Immediate Recourse

Each Guarantor waives any right it may have of first requiring an Enforcing Charging Company to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Schedule 7

#### 5 Deferral of Guarantor's Rights

- 5 1 Until all amounts which may be or become payable by a Guarantor under or in connection with the SPA have been irrevocably paid in full and unless all Charging Companies otherwise directs, a Guarantor will not exercise any rights which it may have by reason of performance by it of its obligations under the SPA or by reason of any amount being payable, or liability arising, under this Schedule 7
- 5 2 to be indemnified by the relevant Charging Company,
- 5 3 to claim any contribution from any other guarantor of any Guarantor's obligations under the SPA,
- 5 4 to bring legal or other proceedings for an order requiring a Guarantor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under clause 2 (*Guarantee and Indemnity*),
- 5 5 to exercise any right of set-off against a Guarantor, and/or
- 5 6 to claim or prove as a creditor of a Guarantor in competition with any other Guarantor
- 5 7 If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Trustee by any Guarantor under or in connection with the SPA to be repaid in full on trust for the Trustee

6 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held

7 Guarantee limitations

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of any applicable provisions under the laws of the jurisdiction of incorporation of the relevant Guarantor

**EXECUTED AS A DEED** (but not delivered )  
until the date hereof) by **NADCO 2011** )  
**LIMITED** acting by a director in the  
presence of



Director/duly authorised

Witness' signature

Witness' name

Witness' address

Witness' occupation

L Luntley.  
L. LUNTLEY  
67 STRADBROKE  
WAY, WORTLEY  
LS12 4NB.  
GENERAL MANAGER

**EXECUTED AS A DEED** (but not delivered )  
until the date hereof) by **QUEENSGATE** )  
**LEISURE SERVICES LIMITED** acting by a  
director in the presence of

Director/duly authorised

Witness' signature

Witness' name

Witness' address

Witness' occupation

1780  
**EXECUTED AS A DEED** (but not delivered )  
until the date hereof) by **NADCO 2011** )  
**LIMITED** acting by a director in the  
presence of

Director/duly authorised

Witness' signature

Witness' name

Witness' address

Witness' occupation

**EXECUTED AS A DEED** (but not delivered )  
until the date hereof) by **QUEENSGATE** )  
**LEISURE SERVICES LIMITED** acting by a  
director in the presence of

  
Director/duly authorised

Witness' signature

Witness' name


Witness' address

Witness' occupation

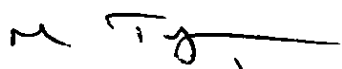
M Ty  
M TYSON  
5 ELMFIELD COURT  
BIRKENSHAW  
BD11 2LR  
RETIRED



**EXECUTED AS A DEED** by **PETER CILENTI** in the presence of

) 

Witness' signature



Witness' name

M TYSON

Witness' address

5 ELMFIELD COURT  
BIRKENSHAW  
BD11 2LR  
RETIRED

Witness' occupation

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