



Registration of a Charge

Company name: **CFC 2001 LTD**

Company number: **04273743**



X6M9V6NS

Received for Electronic Filing: **29/12/2017**

Details of Charge

Date of creation: **18/12/2017**

Charge code: **0427 3743 0075**

Persons entitled: **THE A & S LEISURE GROUP LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HLW KEEBLE HAWSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4273743

Charge code: 0427 3743 0075

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2017 and created by CFC 2001 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th December 2017 .

Given at Companies House, Cardiff on 3rd January 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED

18th DECEMBER, 2017

2017

(1) CFC 2001 LTD

and

(2) THE A & S LEISURE GROUP LIMITED

FIXED CHARGE ON ASSIGNED CONTRACTS WHICH FAIL TO VEST

Commercial House
14 Commercial Street
Sheffield
S1 2AT

hlw
Keeble
Hawson
Solicitors

THIS CHARGE is made

18/12

2017

BETWEEN:

- (1) **CFC 2001 LTD** incorporated and registered in England and Wales with company number 04273743 whose registered office is at The Proact Stadium, 1866 Sheffield Road, Chesterfield, Derbyshire S41 8NZ ("the **Borrower**"); and
- (2) **THE A & S LEISURE GROUP LIMITED** incorporated and registered in England and Wales with company number 00939109 whose registered office is at 15 Livesey Street, Sheffield, South Yorkshire S6 2BL (the "**Lender**")

WITNESSES as follows:

1. In this deed except where the context otherwise requires:

- 1.1 the following expressions shall have the meanings assigned to them below.

"Agreement"	the agreement for the assignment of contractual rights dated on or before the date of this Deed and/or any supplement, variation or replacement for such agreement and made between (1) Borrower and (2) Lender pursuant to which the Borrower has assigned to the Lender certain contractual rights;
--------------------	---

"Associated Rights"	all rights, title and interest in any amounts payable to the Borrower under each of the Assigned Contracts and any claims for damages in respect of any breach of any of the Assigned Contracts;
----------------------------	--

"Charged Assets"	the assets of the Borrower charged in favour of the Lender pursuant to clause 3;
-------------------------	--

"Obligations"	all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Borrower to or in favour of the Lender, present or future, actual or contingent, liquidated or unliquidated, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Finance Agreements or otherwise;
----------------------	--

- 1.2 the singular shall include the plural and vice versa and any of the three genders shall include the other two;
 - 1.3 references to clauses and sub-clauses are references to clauses and sub-clauses of this deed;
 - 1.4 the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts, matters or things;
 - 1.5 reference to any Act of Parliament shall be deemed to include such Act as amended or re-enacted from time to time or any order or regulation made thereunder; and

- 1.6 the expression "**Finance Agreements**" and "**Assigned Contracts**", shall have the meanings assigned to them in the Agreement, the expression "**receiver**" shall be construed in accordance with Section 29 of the Insolvency Act 1986 and the expression "**administrator**" shall have the meaning assigned to it in the Insolvency Act 1986.
2. The Borrower will:
- 2.1 on demand fully discharge by payment to the Lender, without any deduction or set-off, all or any monetary liabilities included in the Obligations; and
- 2.2 duly perform all the Obligations other than monetary liabilities.
3. To secure payment and performance as provided for in clause 2, the Borrower, with full title guarantee, hereby charges in favour of the Lender:
- 3.1 by way of a fixed equitable charge, all of the Borrower's rights, title and interest in the Assigned Contracts which fail to vest effectively and absolutely in the Lender pursuant to the Agreement; and
- 3.2 by way of a fixed equitable charge, all Associated Rights relating to those Assigned Contracts charged to the Lender in clause 3.1 above.
4. The Borrower hereby warrants that, except as previously disclosed in writing to the Lender, it is capable of giving a full title guarantee in respect of all the Charged Assets and that all the Charged Assets are free from any charge or other encumbrance or trust and undertakes that, except with the prior written consent of the Lender the Borrower shall not sell, mortgage, charge, pledge, assign, part with possession of or otherwise dispose of any of the Charged Assets nor release, exchange, compound, set-off, grant time indulgence in respect of any of the Charged Assets except as expressly provided in this deed.
5. All provisions of the Agreement relating to the Assigned Contracts shall apply to all the Assigned Contracts hereby charged as if such provisions were set out herein in extenso and as if the ownership of all the Borrower's rights, title and interest from time to time in the Assigned Contracts were vested in the Lender pursuant to the Agreement.
6. The Borrower hereby irrevocably appoints the Lender and the directors, authorised officers and the company secretary for the time being of the Lender, and any receiver (appointed by virtue of an appointment in accordance with clause 8 to be the attorney of the Borrower, each acting alone or any number of them jointly and with full powers of substitution and delegation, to execute in the name of the Borrower such deeds and documents and to do such other things as may be requisite to perfect to the Lender title to any of the Charged Assets or to enable the Lender to exercise any of its rights hereunder, including (without prejudice to the generality of the foregoing) its right to enforce payment of, collect or realise any of the Charged Assets.
7. Section 103 of the Law of Property Act 1925 shall not apply to this security and (without prejudice to any of the Lender's rights under the Agreement) the Lender shall be entitled, on demand, to payment in full of all or any part of the monetary liabilities included in the Obligations and to exercise any or all of the Charged Assets on the occurrence of any of the following events or at any time thereafter:
- 7.1 any breach of any of the Borrower's obligations and undertakings hereunder;
- 7.2 the failure of the Borrower to pay any monetary liability included in the Obligations when it is due to be paid;

- 7.3 any event which gives the Lender the right to terminate the Agreement whether or not the Lender shall have exercised such right;
- 7.4 the Borrower becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 7.5 the levying or threat of execution or distress on any of the Borrower's property;
- 7.6 the appointment of receiver or administrator of any part of the Borrower's income or assets;
- 7.7 the serving or threat of a garnishee order nisi on any debtor of the Borrower in relation to any judgment debt owing by the Borrower;
- 7.8 the presentation of a petition for the winding up of the Borrower or for an administration order in relation to the Borrower pursuant to the Insolvency Act 1986;
- 7.9 a proposal for a voluntary arrangement between the Borrower and its creditors whether pursuant to the Insolvency Act 1986 or otherwise;
- 7.10 the Borrower ceasing, or threatening to cease, to carry on its business;
- 7.11 the calling by the Borrower of any meeting of its creditors.

8.

- 8.1 The power of appointing a receiver hereunder may be exercised in writing under the hand of any director or the company secretary for the time being of the Lender or of any person authorised in writing by any of them. The Lender may (subject to the provisions of Section 45(1) of the Insolvency Act 1986) in like manner remove any such receiver so appointed and (in the case of the removal or the vacation of office or death of any such receiver) appoint another person in the place of such receiver.
- 8.2 Every receiver so appointed (whether or not he shall be an administrative receiver as defined in Section 29 of the Insolvency Act 1986) shall have all the powers contained in Schedule 1 to the Insolvency Act 1986 without any of the restrictions contained in the Law of Property Act 1925.
- 8.3 If two or more individuals shall hold office as receiver of the same item included in the Charged Assets by virtue of an appointment in accordance with clause 8.1 such individuals shall have the right to exercise all or any of their powers severally as well as jointly.

9. Every receiver appointed in accordance with clause 8 shall, at all times, be the agent of the Borrower and the Borrower shall alone be responsible for all acts, defaults and omissions of such receiver and for the payment of all his remuneration, costs and expenses. The Lender shall be under no liability to any such receiver for his remuneration, costs, expenses or in any other way whatsoever.

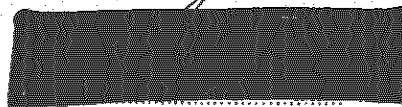
10. All monies received by any receiver appointed hereunder shall be applied (subject to the claims of any creditors having priority to this charge) for the following purposes in the following order:

- 10.1 in payment of all costs, charges and expenses of and in relation to his appointment and the exercise of his power and of any other expenses properly discharged by him;
- 10.2 in payment of his remuneration, as agree between him and the person who appointed him;

- 10.3 In payment of any costs relating to the realisation of any property;
- 10.4 in or on account of the discharge of the Obligations, together with any interest for which provision is made herein; and
- 10.5 in payment of any surplus to the Borrower.
11. All expenses, charges and costs of any nature whatsoever incurred by the Lender in connection with the preparation or enforcement of this charge or in the exercise of any powers or right conferred on the Lender hereby shall be payable by the Borrower on a full indemnity basis and any amount so payable shall be included in the Obligations.
12. If the Borrower shall fail to pay any monetary liability, included in the Obligations when demanded, the Borrower shall pay interest thereon calculated at a rate equivalent to the interest rate set out in clause 17 of the Agreement. Such interest shall be payable and compounded monthly and shall accrue daily, after as well as before any judgment, from the date when such liability is due until payment in full.
13. The security hereby created shall be additional to, and not in substitution for, any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Borrower.
14. Any duly authorised officer of the Lender and any receiver appointed by the Lender and any person authorised by such receiver shall have the right, at any time, to inspect or (following any event specified in clause 7) to take possession or copies of any records or documents of the Borrower on or by which any Assigned Contract is recorded or evidenced and for such purposes to enter upon any premises at which the Borrower carries on business and upon any other premises in which any part or all of such records and documents are, for the time being, kept or stored.
15. Neither this charge nor any of the Obligations shall be affected by any grant of any time or indulgence or the conclusion of any agreement not to sue or of any compromise or composition or the release of any other charge, lien or other security or any part thereof to or with the Borrower or any person, whether or not such person shall be jointly liable with the Borrower in respect of any of the Obligations, or by the failure of the Lender to take, perfect or hold unencumbered any other security in respect of the Obligations.
16. The Lender may at any time, in its entire discretion, transfer its rights and/or obligations hereunder to any other person. The Borrower may not transfer its rights or obligation hereunder without the express written consent of the Lender, which the Lender may withhold in its absolute discretion.
17. Any notice or demand required or permitted to be served or made by the Lender on the Borrower hereunder shall be validly served or made if handed to any one of the Borrower's officers or if delivered or sent by post to the Borrower's registered office or to any address at which the Borrower carries on business, and if sent by post shall be deemed to be received within seventy-two hours of posting.
18. This deed shall be construed and take effect according to English law and the Borrower hereby submits to the non-exclusive jurisdictions of the English Courts. If any provision hereof shall be held to be invalid or unenforceable no other provisions hereof shall be affected and all such other provisions shall remain in full force and effect.

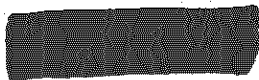
IN WITNESS WHEREOF the parties hereto have executed this document as a deed on the date first mentioned and in the manner described below.

EXECUTED AS A DEED but not delivered)
until the first date specified on page 1 by)
CFC 2001 LTD acting by a director, in the)
presence of:)



Director

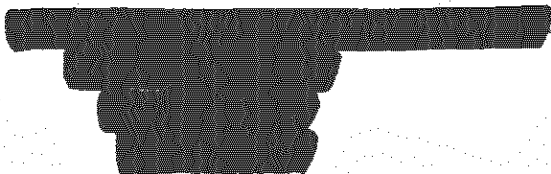
Witness signature:



Witness name:

JILL BARNETT

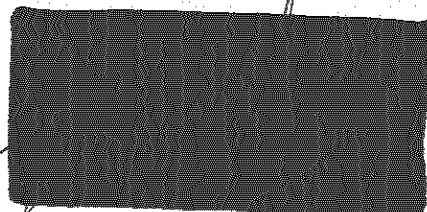
Address:



Occupation:

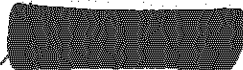
HEAD OF FINANCE

EXECUTED AS A DEED but not delivered)
until the first date specified on page 1 by)
THE A & S LEISURE GROUP LIMITED)
acting by a director, in the presence of:)



Director

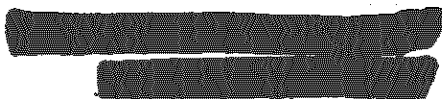
Witness signature:



Witness name:

ASHLEY MILES

Address:



Occupation:

COMPANY SECRETARY