



Registration of a Charge

Company name: **LEIGH AUTOMATICS LTD**

Company number: **08497719**

Received for Electronic Filing: **12/08/2019**



X8BPB9VD

Details of Charge

Date of creation: **09/08/2019**

Charge code: **0849 7719 0001**

Persons entitled: **TOUCHTUNES UK LTD**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADAM BRYCE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8497719

Charge code: 0849 7719 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2019 and created by LEIGH AUTOMATICS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2019 .

Given at Companies House, Cardiff on 13th August 2019

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**

CHARGE DEED

THIS CHARGE is made on the:

9 day of August, 2019

BETWEEN:

(1) Leigh Automatics Limited a company registered in England and Wales under number 08497719 whose registered office is at Hall House, Hall House Lane, Leigh WN7 2LH ("the Customer").

(2) TouchTunes UK Limited a company registered in England and Wales under number 08124893 whose registered office is at 4 Greenland Place, London NW1 0AP ("TouchTunes").

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Charge, unless the context otherwise requires, the following expressions have the following meanings:

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Customer from time to time mortgaged, charged or assigned to TouchTunes under this Charge;

"Permitted Security" means:

- (a) any security pursuant to this Charge;
- (b) any netting or set-off arrangement entered into by the Customer in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (c) any lien arising by operation of law and in the ordinary course of trading;

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other moveable assets (other than fixtures) of any kind and in any place which are the property of the Customer at the date of this Charge or which became the property of the Customer after the date of this Charge;

"Receiver" means any receiver, administrative receiver or receiver and manager appointed pursuant to this Charge;

"Rights" means all the Customer's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Customer's rights title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them);

"Scheduled Property" means all equipment supplied by TouchTunes to the Customer from time to time;

"Secured Liabilities" means all monies, debts and liabilities from time to time due, owing, or incurred by the Customer to TouchTunes for Plant and Machinery whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and whether on any current or other account or in any other manner whatsoever;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect;

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

1.2 In this Charge, unless the context otherwise requires:

1.2.1 the expressions 'the Customer' and 'TouchTunes' where the context admits include their respective successors and assigns whether immediate or derivative;

1.2.2 terms defined in the Companies Act 2006 have the same meanings;

1.2.3 reference to any statute or statutory provision includes a reference to:

1.2.3.1 that statute or statutory provision as from time to time amended extended or re-enacted or consolidated; and

1.2.3.2 all statutory instruments or orders made pursuant to it;

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Adam Bryce 92 Kingsgate Rd, London, NW6 4LA
SRA: 440 243 0207 916 8661

Signed: AB Date: 9/8/19

1.2.4 words denoting the singular shall include the plural and vice versa;

1.2.5 clause headings do not form part of this Charge but are for convenience only and shall not be taken into account in its construction or interpretation.

2. Execution

The parties intend that this Charge takes effect as a Deed notwithstanding the fact that TouchTunes may only execute this Charge under hand or not at all.

3. Covenant to pay

The Customer shall pay on demand to TouchTunes or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

4. Security

By way of continuing security in favour of TouchTunes for the payment and discharge of the Secured Liabilities, the Customer with full title guarantee hereby charges to TouchTunes the property set out below in the manner set out below:

4.1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence of the date hereof;

4.2 by way of fixed charge, the Scheduled Property and all Rights relating to it not effectively mortgaged in TouchTunes's favour as security for the Secured Liabilities;

4.3 by way of floating charge, all the undertaking and assets of the Customer whatsoever, wherever situate, whether movable, immovable, present or future.

5. Qualifying Floating Charge

5.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Charge.

5.2 TouchTunes may, by notice in writing to the Customer, convert the floating charge created by Clause 4.3 into a fixed charge in respect of such Charged Property as may be specified in such notice. It may do so:

5.2.1 on default of the Secured Liabilities; or

5.2.2 if it appears that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same and/or the security now created in respect of it, is otherwise in jeopardy.

In either event, the ability of the Customer to deal in any way with such property shall cease except to the extent that TouchTunes may otherwise agree in writing.

6. Negative Pledge

6.1 The Customer shall not and shall undertake that its subsidiaries from time to time shall not create or permit to subsist any Security over the Scheduled Property other than Permitted Security.

6.2 Without prejudice to any other restriction on disposals from time to time agreed between TouchTunes and the Customer in any facility

arrangement or otherwise, the Customer shall not convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of TouchTunes.

7. Representations and Warranties

7.1 The Customer represents and warrants to TouchTunes that:

7.1.1 it is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it fails to be charged under this Charge and the rights of the Customer in respect of the Charged Property are free from any Security of any kind other than Permitted Security; and

7.1.2 it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Customer's right, title and interest in and to the Charged Property, except in the ordinary course of its trade in respect of that part of the Charged Property which is (or was at the time of disposal) subject only to an uncrystallised floating charge in favour of TouchTunes.

7.2 The representations and warranties set forth in this Clause 7 are given and made on and as of the date of this Charge, shall survive the execution of this Charge and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Charge.

8. Undertakings

8.1 The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Charge.

8.2 The Customer shall comply with all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property.

8.3 The Customer shall maintain insurance on or in relation to its business and assets (including, without limitation, the Scheduled Property) with underwriters and/or insurance companies of repute, and:

8.3.1 procure that the interest of TouchTunes is noted on all its policies of insurance; and

8.3.2 immediately give notice to TouchTunes of any occurrence which gives rise, or might give rise to a claim under any of its policies of insurance; and

8.3.3 shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if TouchTunes in its discretion so requires, towards discharge of the Secured Liabilities.

8.4 The Customer shall at all times keep in good and substantial repair, working order and condition all the Charged Property and Plant and Machinery.

9. Enforcement

9.1 This Charge will become enforceable when:

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Signed:

A. Bryce

Date:

9/8/19

- 9.1.1 any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Charge; or
- 9.1.2 the Customer requests TouchTunes to appoint a receiver over the whole or any part of its undertaking or assets.
- 10. Receiver**
- 10.1** At any time after the Secured Liabilities has become immediately payable, TouchTunes may, subject as provided in clause 10.3 below, appoint by writing one or more persons as receiver and manager ('the Receiver') of all or any part of the property charged by this Charge, upon such terms as to remuneration and otherwise as he shall think fit, and may from time to time in the same manner determine the Receiver's remuneration (which shall not be subject to the limitations contained in the Law of Property Act 1925 Section 109(6)) and remove any Receiver so appointed and appoint another in his place.
- 10.2** A Receiver so appointed shall be the agent of the Customer and the Customer shall be responsible for such Receiver's acts and defaults and for his remuneration costs charges and expenses to the exclusion of liability on the part of TouchTunes.
- 10.3 TouchTunes:**
- 10.3.1 may not appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and
- 10.3.2 may not appoint an administrative receiver (as defined in Section 29(2) of that Act) at any time while such an appointment is prohibited by Section 72A of that Act.
- 10.4 Powers and duties of Receiver:**
- A Receiver appointed under clause 10.1 above (or under the equivalent provision of any other Charge of the Series) shall be entitled to exercise all powers conferred on a receiver by the Law of Property Act 1925 without the restrictions contained in Section 103 of that Act and by way of addition to and without limiting those powers such Receiver shall have the following powers (limited, in the case of a receiver appointed over part only of the Charged Assets, to dealings with or in relation to the assets over which he is appointed):
- 10.4.1 to take possession of and get in the property charged by this Charge;
- 10.4.2 to carry on or concur in carrying on the business of the Customer;
- 10.4.3 to sell or concur in selling any of the property charged by this Charge or otherwise deal with such property on such terms in the interests of TouchTunes as he shall think fit, including without limitation power to sell any such property released from the charges created by this Charge;
- 10.4.4 to make any arrangement or compromise which he shall think expedient in the interests of TouchTunes;
- 10.4.5 to make and effect all such repairs, improvements and insurances as he shall think fit and renew such of the plant, machinery and any other effects of the Customer as shall be worn out, lost or otherwise become unserviceable;
- 10.4.6 to appoint managers, accountants, servants, workmen and agents for the purposes referred to in this clause upon such terms as to remuneration or otherwise as the Receiver may determine;
- 10.4.7 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers referred to in this clause and which the Receiver may or can lawfully do as agent for the Customer.
- 10.5 Application of proceeds of receivership**
- All amounts realised by the Receiver shall (subject to any prior ranking claims) be applied by him as follows:
- 10.5.1 in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers referred to in clause 10.4 above, including the remuneration of the Receiver and all outgoings properly paid by him;
- 10.5.2 in or towards payment to TouchTunes of all arrears of interest unpaid in respect of the Charges of the Series;
- 10.5.3 in or towards payment to TouchTunes of the Secured Liabilities due on the Charge;
- 10.5.4 any surplus shall be paid to the Customer or other person entitled.
- 11. Release and Reassignment**
- Following the date on which TouchTunes is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full TouchTunes shall, at the request and cost of the Customer, take whatever action is necessary to release the Charged Property from the security constituted by this Charge and shall reassign to the Customer all its interest in any property, contracts and collateral warranties assigned to TouchTunes under this Charge.
- 12. Cumulative and Continuing Security**
- 12.1** This Charge is a continuing security to TouchTunes regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness.
- 12.2** The security constituted by this Charge is in addition to and is not in any way prejudiced by any rights whatsoever which TouchTunes may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security.
- 13. Payments and Withholding Taxes**
- The Customer shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Customer and Lender, except to the extent that the Customer is required by law to deduct or withhold any amounts payable under this Charge, in which case it shall pay to TouchTunes an additional amount sufficient to ensure that the net amount received by

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Signed: *A. Bryce* Date: *9/8/19*

TouchTunes after the required deduction or withholding be equal to the amount that TouchTunes would have received had no deduction or withholding been made.

14. **Appropriation**

TouchTunes may appropriate any payment or payments which the Customer makes to TouchTunes towards satisfaction of any sums due under any accounts or agreements as the Customer has with TouchTunes in any proportion as TouchTunes sees fit.

15. **Set-off**

The Customer agrees TouchTunes may at any time after this Charge has become enforceable without notice or further demand combine or consolidate all or any of its then existing accounts including any accounts in the name of TouchTunes or of the Customer jointly with others and set-off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities.

16. **Assignment**

Neither TouchTunes nor the Customer may assign, transfer, novate or dispose of any of its rights and obligations under this Charge without the written consent of the other, such consent not to be unreasonably withheld.

17. **Waiver**

No failure or delay or other relaxation or indulgence on the part of TouchTunes to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

18. **Severability**

Each of the provisions of this Charge is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

19. **Communications and Notices**

19.1 All communications, demands and notices between the parties under or in connection with this Charge shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

19.1.1 (in the case of communications to TouchTunes) to its registered office or such changed address as shall be notified to the Customer by TouchTunes; or

19.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to TouchTunes by the Customer.

19.2 Communications shall be deemed to have been received:

19.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

19.2.2 if delivered by hand, on the day of delivery; or

19.2.3 if sent by fax on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

19.3 Communications addressed to TouchTunes shall be marked for the attention of Managing Director.

20. **Governing Law and Jurisdiction**

This Charge (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the law of England and Wales, and both parties agree to submit irrevocably to the exclusive jurisdiction of the English and Welsh courts.

IN WITNESS WHEREOF the Customer has executed this Charge as a deed and TouchTunes has executed this Charge on the date written at the beginning of the Charge.

EXECUTED and DELIVERED as a deed for and on behalf of Leigh Automatics Limited by:

Signed: AS

Printed name of person signing for Customer:

AS RAMSDEN

In the presence of Witness:

Signed: CH

Name & Address of Witness:

CH RAMSDEN

SKIRKELL DRIVE, M29 7GB

SIGNED for and on behalf of TouchTunes UK Limited by a duly authorised officer:

Signed: AL

Printed name of person signing for TouchTunes:

ALAN NEWHAM

In the presence of Witness:

Signed: AB

Name & Address of Witness:

Adam Bryce

92 Kingsgate Rd. London, NW6 4LA

I certify that this is a true copy of the original seen by me.

Adam Bryce
SRA: 440 243

92 Kingsgate Rd, London, NW6 4LA
0207 916 8661

Signed: AB

Date: 9/8/19