



Registration of a Charge

Company name: **ROXY BALL ROOM (LIVERPOOL TWO) LTD**

Company number: **10115259**



X97HF069

Received for Electronic Filing: **18/06/2020**

Details of Charge

Date of creation: **29/05/2020**

Charge code: **1011 5259 0001**

Persons entitled: **THE FORESIGHT REGIONAL INVESTMENT LP**

Brief description: **ALL DEFINITIONS BELOW ARE AS DEFINED IN THE ATTACHED DEBENTURE AND GUARANTEE. AS PER CLAUSE 3.2 OF THE DEBENTURE AND GUARANTEE, THE CHARGOR CHARGES, BY WAY OF FIRST FIXED CHARGE, ALL OF THE RIGHTS WHICH IT NOW HAS AND ALL OF THE RIGHTS WHICH IT OBTAINS AT ANY TIME IN THE FUTURE IN: LAND, EQUIPMENT, INVESTMENTS, KEY CONTRACTS, KEY ACCOUNTS, INTELLECTUAL PROPERTY, DEBTS, AND GOODWILL AND UNCALLED CAPITAL, AND IN ANY RIGHTS ACCRUING TO, DERIVED FROM OR OTHERWISE CONNECTED WITH THEM (INCLUDING INSURANCES AND PROCEEDS OF DISPOSAL AND OF INSURANCES). AS PER CLAUSE 3.3 OF THE DEBENTURE AND GUARANTEE, THE CHARGOR CHARGES, BY WAY OF FIRST FLOATING CHARGE, ITS UNDERTAKING AND ALL ITS PRESENT AND FUTURE ASSETS OTHER THAN THOSE EFFECTIVELY CHARGED IN CLAUSE 3.2. CONTAINS FIXED CHARGE. CONTAINS FLOATING CHARGE. FLOATING CHARGE COVERS ALL THE PROPERTY OR UNDERTAKING OF THE COMPANY. CONTAINS NEGATIVE PLEDGE.**

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: **CHRISTOPHER SPENCER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10115259

Charge code: 1011 5259 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2020 and created by ROXY BALL ROOM (LIVERPOOL TWO) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th June 2020 .

Given at Companies House, Cardiff on 19th June 2020

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

RW Blears
Solicitors

DATED 29th MAY 2020

- (1) **ROXY LEISURE HOLDINGS LIMITED & OTHERS**
(as Chargors)
- (2) **THE FORESIGHT REGIONAL INVESTMENT LP**
(as Lender)

INVESTOR

GUARANTEE AND DEBENTURE

CERTIFIED TO BE A TRUE AND
COMPLETE COPY OF THE ORIGINAL

RW Blears LLP
RW Blears LLP

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THIS DEED is made on 29th May 2020

BETWEEN:

- (1) **THE COMPANIES** described in Schedule 1 (**Chargors**);
- (2) **THE FORESIGHT REGIONAL INVESTMENT LP** registered in England with registered number LP017065 whose registered office is situated at The Shard, 32 London Bridge, London SE1 9SG (**Lender**).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

Additional Chargor: means a company which becomes a party to this Deed by executing a Supplemental Deed;

Administrative Receiver: means one or more administrative receivers appointed, or to be appointed, under this Deed;

Administrator: means one or more administrators appointed, or to be appointed, under this Deed;

Charged Assets: means the Fixed Charge Assets and the Floating Charge Assets;

Chargor: means an Original Chargor or an Additional Chargor;

Debt: means a monetary claim of any kind (whether present, future or contingent and whether originally owing to a Chargor or acquired by a Chargor from someone else) and all Rights (including Security) connected with it;

Default Rate: means the rate specified in condition 3.2 of Schedule 2 of the Secured Loan Note Instrument;

Disposal: means any sale, assignment, transfer, part of possession of, or other disposal in any manner of all or part of an asset or of any interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security;

Enforcement Time: in relation to a Chargor, means any time at which:

- (a) any amount owing under a Finance Document is payable but has not been paid;
- (b) an Event of Default has occurred and is continuing; or
- (c) any step is being taken by any person to put that Chargor into administration;

Equipment: means all present and future plant, machinery, vehicles and other equipment used by a Chargor in a business, except equipment of a type which is disposed of in the ordinary course of trading, and all warranties and other Rights relating to them;

Event of Default: has the meaning given to it in the Secured Loan Note Instrument;

Finance Documents: means:

- (a) the Secured Loan Note Instrument;
- (b) this Deed and any other Finance Party Security Document; and
- (c) any other document designated as such by the Lender at any time;

Finance Parties: means the Noteholders;

Finance Party Security: means the Security created by this Deed and any other existing or future Security granted by a Chargor to the Loan Note Holders to secure the payment and discharge of Secured Obligations;

Finance Party Security Document: means a document creating or evidencing Finance Party Security;

Financial Collateral: has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003;

Fixed Charge Assets: means those assets which are from time to time the subject of clause 3.2;

Floating Charge Assets: means those assets which are from time to time the subject of clause 3.3;

Guarantee: means, in relation to a Chargor, the obligations of that Chargor under clause 2.2;

Insolvency Event: in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction;

Insolvency Legislation: means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation;

Insurance Policy: each contract and policy of insurance effected or maintained by the Chargor from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Assets).

Intellectual Property: means a Chargor's present and future copyright (including rights in computer software), patents, trademarks, trade names, service marks, business names (including internet domain names), design rights, database rights, semiconductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading;

Investment: means:

- (a) any shares or loan capital held in a Subsidiary by or on behalf of a Chargor;
- (b) any investment acquired after the date of this Deed which is designated as an Investment by the Lender; and
- (c) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights arising in connection with them;

Key Account: means:

- (a) any account established after the date of this Deed which is designated as a Key Account by the Lender; and
- (b) any other account with a bank or financial institution which cannot be drawn on by the account holder in the ordinary course of its trading without the consent of the Lender;

Key Contract: means any contract entered into after the date of this Deed that is designated as a Key Contract by the Lender;

Land: means:

- (a) freehold, leasehold or commonhold land;
- (b) any estate or interest in, and any Rights attaching or relating to, that land; and
- (c) any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land;

Obligations: in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;

- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else;

Officer: in relation to a person, means any officer, employee or agent of that person;

Original Chargor: means Roxy Leisure Holdings Limited and a person described in Schedule 1;

Noteholder: means a holder of any loan notes issued under or pursuant to any of Loan Note Instruments (whether as original subscriber or as assignee or transferee) from time to time;

Permitted Security: means any Security described in Schedule 3;

Receiver: means any receiver appointed under this Deed or pursuant to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver;

Right: means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary;

Roxy Leisure Holdings Limited: means Roxy Leisure Holdings Limited, a private limited company incorporated in England and Wales with registered number 12328086;

Secured Loan Note Instrument: means the instrument constituting up to £3,375,000 Fixed Rate Secured Loan Notes entered into by Roxy Leisure Holdings Limited on or about the date hereof;

Secured Obligations: means the Obligations undertaken to be paid or discharged in clause 2;

Security: means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to financial indebtedness and which has the same commercial effect as if security had been created over it; and
- (c) any right of set-off created by agreement;

Specific Receiver: means one or more receivers or managers appointed, or to be appointed, under this Deed who is not an Administrative Receiver;

Subsidiary: has the meaning given to it in Section 1159 of the Companies Act 2006;

Supplemental Deed: means a deed by which a company becomes party to this Deed in a form agreed by the Lender;

Third Parties Act: means the Contracts (Rights of Third Parties) Act 1999; and

VAT: means value added tax.

1.2 In this Deed:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (c) references to any Loan Note Instrument, any Finance Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
- (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity and references to any gender includes all other genders;
- (e) references to a person include its successors in title, permitted assignees and permitted transferees;
- (f) words importing the plural include the singular and vice versa; and
- (g) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Lender, after consultation with the Chargors, determines to be necessary in order to preserve the intended effect of this Deed.

1.3 The Obligations of the Chargors under this Deed are joint and several.

1.4 Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Lender, it will do so as soon as practicable after it becomes aware of the requirement or request.

1.5 This Deed may be executed in counterparts.

1.6 It is intended that this document takes effect as a deed even though the Lender may only execute it under hand.

1.7 The provisions of any other Finance Document relating to any disposition of an interest in land are deemed to be incorporated in this Deed.

- 1.8 Where a definition of a type of asset in clause 1.1 contains a number of categories, each category will be construed as separate from each other category.
- 1.9 The Rights conferred on each Finance Party under clauses 2, 4, 15.4 and 16 are enforceable by it under the Third Parties Act.
- 1.10 The Rights conferred on each Officer of the Lender and each Receiver under clauses 18 and 19 are enforceable by each Officer of the Lender and each Receiver under the Third Parties Act.
- 1.11 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a party to this Deed.
- 1.12 The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party. However, they may not terminate this Deed or vary any of its terms if this would have the effect of terminating or adversely affecting:
 - (a) the Rights of the Finance Parties under the clauses described in clause 1.9 without their consent; or
 - (b) the Rights of an Officer of the Lender or a Receiver under the clauses described in clause 1.10 without its consent, but only to the extent that a claim could have been brought by it under that clause at the time of the termination or variation.

2. PAYMENT OF SECURED OBLIGATIONS

- 2.1 Each Chargor will pay or otherwise discharge all Obligations from time to time incurred by it under or in connection with the Finance Documents when they become due for payment or discharge.
- 2.2 Each Chargor irrevocably and unconditionally:
 - (a) guarantees to each Finance Party the punctual payment and discharge of all Obligations from time to time incurred by each other Chargor under or in connection with the Finance Documents;
 - (b) undertakes with each Finance Party that, whenever that Chargor does not pay or discharge any of those Obligations when they become due for payment or discharge, it will immediately on demand do so itself, as if it were the principal obligor; and
 - (c) agrees with each Finance Party that it will, immediately on demand, indemnify each Finance Party against any cost, loss or liability suffered by that Finance Party if any of those Obligations is or becomes unenforceable, invalid or illegal for any reason (whether or not that Chargor or Finance Party was aware of it); and the amount of the cost, loss or liability will be equal to the amount which that Finance Party would otherwise have been entitled to recover.
- 2.3 Each Guarantee is given with the benefit of clause 16 and the other provisions of this Deed.

- 2.4 Each Chargor will pay interest on each amount demanded of it under its Guarantee from the date of demand until payment (after as well as before judgment) at the Default Rate.

3. CHARGES

- 3.1 The charges contained in this clause 3:

- (a) are given to the Lender as trustee for the Finance Parties;
- (b) secure the payment and discharge of the Secured Obligations; and
- (c) are given with full title guarantee.

- 3.2 Each Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) Land;
- (b) Equipment;
- (c) Investments;
- (d) Key Contracts;
- (e) Key Accounts;
- (f) Intellectual Property;
- (g) Debts;
- (h) goodwill and uncalled capital;
- (i) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Key Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest); and
- (j) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy,

and in any Rights accruing to, derived from or otherwise connected with them.

- 3.3 Each Chargor charges, by way of first floating charge, all its undertaking and all its present and future assets and Rights other than those effectively charged under clause 3.2,

- 3.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3.

- 3.5 The Lender may convert the floating charge created by clause 3.3 into a fixed charge over the assets subject to that floating charge if:
- (a) a Chargor:
 - (i) creates, or attempts to create, without the prior written consent of the Lender, Security or a trust in favour of another person over all or any part of the Charged Assets (except for the Permitted Security); or
 - (ii) disposes, or attempts to dispose of, all or any part of the Charged Assets (other than Charged Assets that are only subject to the floating charge while it remains uncrystallised)
 - (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets; or
 - (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor.
- 3.6 The Lender may convert all or part of the floating charge created by each Chargor under clause 3.3 into a fixed charge by giving notice to that effect to the Chargor concerned and specifying the identity of the assets concerned. This may be done on one or more occasion, but only:
- (a) during an Enforcement Time; or
 - (b) if the Lender reasonably considers that its security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its security.
- 3.7 Any asset acquired by a Chargor after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to the Chargor in writing) be charged to the Lender by way of first fixed charge.
- 4. SET-OFF**
- 4.1 A Finance Party may set off any matured Secured Obligation due from a Chargor (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- 4.2 If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.
- 4.3 These Rights are in addition to the security conferred on the Lender under this Deed.
- 5. REPRESENTATIONS AND WARRANTIES**
- 5.1 Each Chargor represents and warrants to the Lender as follows:

- 5.2 The Chargor is the sole legal and beneficial owner of, and has good, valid and marketable title to, the Charged Assets.
- 5.3 No Security subsists over any of the Charged Assets except for the Security created by or pursuant to any Permitted Security and no person holds an interest in any of the Charged Assets other than under a Permitted Security;
- 5.4 The Chargor has not received or acknowledged notice of any material adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests rights or other matters which may materially adversely affect the Charged Assets.
- 5.5 The Chargor has at all times complied in all material respects with all applicable laws and regulations and has not breached any law or regulation which would adversely affect the Charged Assets.
- 5.6 The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets.
- 5.7 Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Land.
- 5.8 No Security expressed to be created by this Deed is liable to be avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise.
- 5.9 The Investments are fully paid and are not subject to any option to purchase or similar rights.
- 5.10 No constitutional document of an issuer of an Investment, nor any other agreement:
 - (a) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this Deed; or
 - (b) contains any rights of pre-emption in relation to the Investments.
- 5.11 The Chargors have complied with all notices relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- 5.12 No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

- 6.1 Each Chargor will ensure that the restrictions contained in this clause 6 are complied with unless the Lender provides prior written consent to the contrary.
- 6.2 No Security will be created, purported to be created or permitted to exist over any Charged Asset other than the Security created by this Deed or any Permitted Security.
- 6.3 There will be no Disposal of any Fixed Charge Asset.

- 6.4 There will be no Disposal of any Floating Charge Asset except for market value in the ordinary course of trading of the Chargor concerned and the Floating Charge Asset is subject only to a uncrystallised floating charge.
- 6.5 No interest will be created or granted in any interest in any Charged Asset in favour of a third party.
- 6.6 Each Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed.

7. PERFECTION

- 7.1 Each Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Lender may require from time to time in order to:
 - (a) ensure that it has an effective first-ranking fixed charge (or, in the case of Land then owned by that Chargor, a charge by way of legal mortgage) over the Fixed Charge Assets, subject only to such Permitted Security as the Lender has agreed should rank in priority;
 - (b) ensure that it has an effective first-ranking floating charge over the Floating Charge Assets, subject only to such Permitted Security as the Lender has agreed should rank in priority; and
 - (c) facilitate the enforcement of the Finance Party Security, the realisation of the Charged Assets or the exercise of any Rights held by the Lender or any Receiver or Administrator under or in connection with the Finance Party Security.
- 7.2 The scope of clause 7.1 is not limited by the specific provisions of the rest of this clause 7 or by any other provision of the Finance Party Security Documents.
- 7.3 If, after the date of this Deed, a Chargor acquires:
 - (a) any interest or Rights in Land;
 - (b) shares in a new Subsidiary; or
 - (c) Rights in any other material asset,it will notify the Lender as soon as reasonably practicable and will provide it with such information about the acquisition as the Lender may reasonably require.
- 7.4 If required to do so by the Lender, each Chargor will execute a first charge by way of legal mortgage over any Land in England and Wales owned by it at that time which is not already the subject of such a charge, in any form which the Lender may reasonably require.

- 7.5 Each Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Land in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Lender and which is, or is required to be, registered at the Land Registry:
- “No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 29 May 2020 in favour of Foresight Regional Investment LP of The Shard, 32 London Bridge, London SE1 9SG, referred to in the charges register.”
- 7.6 If any Land in which a Chargor has Rights now or in the future is required to be registered at the Land Registry, the Chargor will, within the relevant priority period under the Land Charges Act 1972:
- (a) apply to the Land Registry for first registration of the title to that Land and registration of that Chargor as proprietor of that Land and notify the Lender of its title number; and
 - (b) if so required by the Lender, create a first charge by way of legal mortgage over that Land in favour of the Lender or, if not so required, procure that this Deed is noted in the charges register of that Land.
- 7.7 If any Land in which a Chargor has Rights is already registered when those Rights are acquired, that Chargor will within the priority period of the relevant Land Registry Official Search:
- (a) apply to the Land Registry for its title to that Land to be registered and give notice of the title number to the Lender; and
 - (b) if so required by the Lender, create a first charge by way of legal mortgage over that Land in favour of the Lender or, if not so required, procure that this Deed is noted in the charges register of that Land.
- 7.8 If any Land in which a Chargor has Rights now or in the future is not required to be registered at the Land Registry, the Chargor will, within the relevant priority period under the Land Charges Act 1972, apply to register a Class C Land Charge in respect of this Deed at the Land Charges Registry if the title deeds and documents to that Land are not deposited with the Lender under clause 7.9.
- 7.9 Each Chargor will deposit with the Lender all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Land.
- 7.10 If required to do so by the Lender, each Chargor will create a first legal mortgage over any Equipment owned by it at that time, in any form which the Lender may reasonably require.
- 7.11 If, at any time, a Chargor owns shares in a Subsidiary, it will:
- (a) on the date of this Deed (or, if it acquires the shares later, as soon as practicable after it does so), deposit with the Lender all certificates or other

documents of title to those shares and stock transfer forms for them, executed in blank by the Chargor;

- (b) if required to do so by the Lender (and to the extent that the Chargor is able to do so) amend the articles of association of the Subsidiary concerned in the manner reasonably required by the Lender (and procure that the Subsidiary takes, or omits to take, all such other steps as the Lender may require) in order to enable it to enforce its security without restriction;
- (c) if reasonably required to do so by the Lender, procure that the Lender or its nominee becomes registered as the legal owner of the shares concerned;
- (d) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of the Subsidiary, for the transfer of the Investments to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this Deed; and
- (e) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of the Subsidiary in any manner that the Lender may require in order to permit the transfer of the Investments to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this Deed.

7.12 If, at any time, a Chargor owns shares in a Subsidiary, it will not, without the prior written consent of the Lender, amend, or agree to the amendment of:

- (a) the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or
- (b) the rights or liabilities attaching to, or conferred by, all or any of the Investments.

7.13 If, at any time, a Chargor has a Right in respect of a Key Account or a Key Contract, it will, on the date of this Deed (or, if it acquires the Right later, as soon as practicable after it does so):

- (a) deliver a notice of this Deed to the other parties to the relevant Key Account or Key Contract substantially in the form required by the Lender; and
- (b) use its best endeavours to procure that those parties deliver an acknowledgement of the notice to the Lender substantially in the form set out in that part of that Schedule as soon as reasonably practicable.

7.14 If a Finance Party receives notice that any Security has been created over Charged Assets which the Finance Documents do not permit to rank in priority to the Finance Party Security, that Finance Party will be treated as if it had immediately opened a new account for each Chargor, and all payments received by that Finance Party from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to that Finance Party.

- 7.15 The parties to this Deed designate those Charged Assets which constitute Financial Collateral to be under the control of the Lender, whether they are the subject of a fixed charge or of a floating charge under this Deed.

8. ENFORCEMENT

- 8.1 The Lender may enforce the Finance Party Security created by a Chargor at any time which is an Enforcement Time.

- 8.2 The Lender may enforce the Finance Party Security by:

- (a) appointing an Administrator of that Chargor;
- (b) if permitted to do so by the Insolvency Legislation, appointing an Administrative Receiver of that Chargor;
- (c) appointing a Specific Receiver of assets of that Chargor; or
- (d) going into possession of, receiving the benefit of, or selling assets of the Chargor, giving notice to the Chargor or any other person in relation to any assets of the Chargor, exercising a right of set-off or enforcing all or any part of the Finance Party Security at the times, in the manner and on the terms it thinks fit.

- 8.3 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 8.1

- 8.4 Sections 103 and 109 of the LPA 1925 shall not apply to this Deed.

- 8.5 The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Chargors, to:

- (a) grant a lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option in respect of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Chargors, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

- 8.6 At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).

- 8.7 The Lender may determine the remuneration of the Receiver.
- 8.8 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not.
- 8.9 A Receiver shall be the agent of the relevant Chargor and such Chargor shall be solely liable for the Receiver's acts, defaults and remuneration, unless and until such Chargor goes into liquidation, after which the Receiver shall act as principal.
- 8.10 A Receiver shall have and be entitled to exercise in relation to each Chargor in respect of whose assets he is appointed, all the powers set out in Schedule 1 to the Insolvency Act 1986 and will also have the power, either in his name or in the name of the relevant Chargor:
- (a) in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;
 - (b) to grant options, licences or any other whatsoever in the Charged Assets;
 - (c) to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;
 - (d) to exercise any voting rights appertaining to that Chargor;
 - (e) to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of this Deed; and
 - (f) to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same.
- 8.11 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.
- 8.12 Except to the extent provided by law, none of the powers described in this clause 8 will be affected by an Insolvency Event in relation to a Chargor.
- 8.13 A person dealing with the Lender or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:
- (a) those persons have the power to do those things which they are purporting to do; and
 - (b) they are exercising their powers properly.

8.14 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned to enquire:

- (a) whether any of the Secured Obligations have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Lender or any Receiver is to be applied.

8.15 At any time after the Lender has demanded payment of the Obligations under the Finance Documents or if a Chargor defaults in the performance of its obligations under this Deed or the Finance Documents, the relevant Chargor will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Charged Asset and for that purpose to enter on any premises where a Charged Asset is situated (or where the Lender or a Receiver reasonably believes a Charged Asset to be situated) without incurring any liability to that Chargor for, or by any reason of, that entry.

8.16 At all times, the Chargors must use their best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 8.14 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

9. APPLICATION OF PROCEEDS

9.1 All money received by the Lender or a Receiver in the exercise of its Rights under the Finance Party Security (whether during, or before, its enforcement) will, subject to the rights of any persons having priority, be applied in the following order of priority:

- (a) first, in or towards payment of all amounts payable to the Lender, any Receiver or their Officers under clause 18 and all remuneration due to any Receiver under or in connection with the Finance Party Security;
- (b) secondly, in or towards payment of the Secured Obligations in such order as is required by the Finance Documents (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
- (c) thirdly, in payment of any surplus to the Chargor or other person entitled to it.

10. LAND AND EQUIPMENT

10.1 Each Chargor will:

- (a) comply with all material statutory, regulatory, environmental and contractual obligations relating to its Land or its use; and

- (b) comply with all obligations imposed on it, and enforce the observance and performance of all obligations of all other persons, under any lease of its Land.
- 10.2 Each Chargor will keep its Land and Equipment in good repair, working order and condition and permit the Lender and its representatives to enter and view their state and condition upon giving reasonable notice to the Chargor.
- 10.3 No Chargor will, without the written consent of the Lender:
 - (a) grant or extend any lease, agreement for lease or licence, or part with or share possession or occupation, of its Land;
 - (b) grant any licence or permission to any occupier to assign, underlet, part with possession or occupation or change the use of its Land;
 - (c) determine, accept or agree to accept the surrender of any leasehold interest in any of its Land;
 - (d) apply to the Land Registry to register the whole or any part of its Land as commonhold land or establish a commonhold association in respect of any of its Land;
 - (e) make a material change to the use of any of its Land;
 - (f) make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of any of its Land; or
 - (g) carry out or permit or suffer to be carried out on of its Land any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of any of its Land.

11. INVESTMENTS

- 11.1 During an Enforcement Time (and also once the Finance Party Security is being enforced), the Lender will be entitled to receive all distributions in respect of the Chargors' Investments for application in accordance with clause 9 and to exercise all voting and other Rights in respect of them. Otherwise, the Chargors will be entitled to receive those distributions and to exercise all voting and other Rights.
- 11.2 To the extent that the holder of those Investments is not the person entitled to receive those distributions and exercise those Rights, the holder will pay the distributions to the person entitled to them and will exercise those Rights in accordance with the reasonable requirements of the person entitled to exercise them.
- 11.3 Each Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of any of its Investments, and the Lender will not in any circumstances incur any liability in respect of them.

12. KEY CONTRACTS, KEY ACCOUNTS AND DEBTS

12.1 Each Chargor will:

- (a) comply with all of its obligations under each Key Contract; and
- (b) use its best endeavours to ensure that the Lender receives the full benefit of each Key Contract.

12.2 No Chargor will:

- (a) agree to alter the terms of, or terminate, any Key Contract or Key Account; or
- (b) waive its rights under a Key Contract or Key Account,

without the consent of the Lender.

12.3 The Lender will give its consent under clause 12.2 if, in its reasonable opinion, any such alteration or waiver will not materially affect the effectiveness or value of its security over the Key Contract or Key Account concerned.

12.4 No Chargor will make any withdrawal from any Key Account without the consent of the Lender.

12.5 Each Chargor will promptly collect all Debts as agent for the Lender and pay all their proceeds into such accounts as the Lender may from time to time specify and, pending that payment, hold those proceeds in trust for the Lender. No Chargor will make any withdrawal from any such account without the consent of the Lender.

12.6 Each Chargor shall, if called on to do so by the Lender, execute a legal assignment of the Debts to the Lender on such terms as the Lender may require and give notice of that assignment to the debtors from whom the Debts are due, owing or incurred.

13. INTELLECTUAL PROPERTY

13.1 Each Chargor will promptly notify the Lender of its acquisition of, or agreement to acquire, material Intellectual Property and any action taken to register the Intellectual Property.

13.2 Each Chargor will:

- (a) take all necessary action to safeguard and maintain its Rights in connection with Intellectual Property, including observing all covenants and stipulations, obtaining all necessary registrations and paying all applicable renewal fees and licence fees;
- (b) not allow any Intellectual Property to be abandoned or cancelled or to lapse; and
- (c) protect its Intellectual Property against theft, loss, destruction, unauthorised access, copying or use by third parties and, immediately on becoming aware of any material infringement of, or challenge to, any of its Intellectual Property,

inform the Lender and take any steps at the cost of the Chargor as the Lender may from time to time reasonably specify in relation to the infringement or challenge.

14. INSURANCE

14.1 Each Chargor will:

- (a) maintain insurances in relation to its business and assets with reputable underwriters or insurance companies of a type, to the extent and in an amount which is usual for companies carrying on similar businesses whose practice it is not to self-insure;
- (b) punctually pay all premiums and other money payable under its contracts of insurance, comply with their other provisions and do all other things necessary to keep that policy in full force and effect; and
- (c) ensure that the Lender's interest is noted on that Chargor's contracts of insurance.

14.2 Each Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy required by clause 14.1(a).

14.3 During an Enforcement Time (and also once the Finance Party Security has been enforced), all payments in respect of any contract of insurance will be paid immediately to the Lender for application in accordance with clause 9 and if they are not paid directly to the Lender, be held, pending such payment, by the relevant Chargor as trustee of the same for the benefit of the Lender. Otherwise, all such payments will be applied in reinstatement of the assets concerned.

15. GENERAL UNDERTAKINGS

15.1 Each Chargor will take all steps as are necessary to preserve the value and marketability of its Charged Assets.

15.2 Each Chargor will notify the Lender as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Lender under the Finance Party Security. Those matters include a breach or purported breach of a Key Contract by any party to it and a claim by any person to an interest in a Charged Asset.

15.3 Each Chargor will provide to the Lender:

- (a) such information about its Charged Assets;
- (b) such information about the extent to which it has complied with its obligations under this Deed; and

- (c) copies of such documents which create, evidence or relate to its Charged Assets,

as the Lender may from time to time reasonably request.

- 15.4 The Chargors shall not, without the Lender's prior written consent, use or permit the Charged Assets to be used in any way contrary to law.

- 15.5 Each Chargor shall:

- (a) comply with the requirements of any law or regulation relating to or affecting the Charged Assets or the use of it or any part of them;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Assets or their use or that are necessary to preserve, maintain or renew any Charged Asset; and
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Assets.

- 15.6 The Finance Parties may exchange between themselves any information relating to the Chargors.

- 15.7 If a Chargor does not comply with its obligations under this Deed, the Lender may do so on that Chargor's behalf on such basis as the Lender may reasonably decide. That Chargor will indemnify the Lender on demand against the amount certified by the Lender to be the cost, loss or liability suffered by it as a result of doing so.

16. GUARANTEE PROTECTIONS

- 16.1 The obligations of each Chargor under its Guarantee will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under its Guarantee (without limitation and whether or not known to it or to any Finance Party), including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person;
- (c) 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, any Chargor 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;

- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security;
 - (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or
 - (g) any insolvency or similar proceedings.
- 16.2 Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under its Guarantee. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- 16.3 Until the Secured Obligations have been irrevocably and unconditionally discharged in full, each Finance Party (or any trustee or agent on its behalf) or a Receiver may:
 - (a) refrain from applying or enforcing any other money, security or Rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or apply and enforce the same in the manner and order it thinks fit (whether against those amounts or otherwise) and no Chargor will be entitled to the benefit of the same; and
 - (b) hold in an interest-bearing suspense account any money received from any Chargor or on account of any Chargor's liability under its Guarantee.
- 16.4 Until all the Secured Obligations have been irrevocably and unconditionally discharged in full and unless the Lender otherwise directs, no Chargor will exercise any Rights (including rights of set-off) which it may have by reason of performance by it of its obligations under the Finance Documents:
 - (a) to be indemnified or reimbursed by a Chargor;
 - (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents; or
 - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken under, or in connection with, the Finance Documents by any Finance Party.

17. DURATION OF THE SECURITY

- 17.1 The Obligations of each Chargor under the Finance Documents and the security created by the Finance Party Security will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

17.2 If any payment by a Chargor or any release given by the Lender (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
- (b) the Lender will be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, release, avoidance or reduction had not occurred.

17.3 Section 93 of the LPA 1925 will not apply to the Finance Party Security.

17.4 The perpetuity period for this Deed is the period of 80 years from the date of this Deed.

18. EXPENSES, LIABILITY AND INDEMNITY

18.1 Each Chargor will, on demand, pay all legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by the Lender or by any Receiver in connection with the Finance Party Security. This includes any costs and expenses relating to the enforcement or preservation of the Finance Party Security or the Charged Assets and to any amendment, waiver, consent or release required in connection with the Finance Party Security.

18.2 Neither the Lender nor a Receiver nor any of their Officers will be in any way liable or responsible to any Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or the Finance Party Security, except to the extent caused by its own negligence or wilful misconduct.

18.3 Each Chargor will, on demand, indemnify each of the Lender, a Receiver and their Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:

- (a) anything done or omitted in the exercise of the powers conferred on it under the Finance Party Security, unless it was caused by its negligence or wilful misconduct;
- (b) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Finance Party Security had not been granted and which was not caused by its negligence or wilful misconduct; or
- (c) any breach by that Chargor of the Finance Documents.

19. PAYMENTS

19.1 All payments by a Chargor under the Finance Party Security Documents will be made in full, without any set-off or other deduction.

- 19.2 If any tax or other sum must be deducted from any amount payable by a Chargor under the Finance Party Security Documents, the Chargor concerned will pay such additional amounts as are necessary to ensure that the recipient receives a net amount equal to the full amount it would have received before such deductions.
- 19.3 All amounts payable by a Chargor under the Finance Party Security Documents are exclusive of VAT. Each Chargor will, in addition, pay any applicable VAT on those amounts.
- 19.4 If a Chargor fails to make a payment to a person under the Finance Party Security Documents, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).
- 19.5 No payment by a Chargor (whether under a court order or otherwise) will discharge the obligation of that Chargor unless and until the Finance Parties have received payment in full in the currency in which the Obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the amount of the Obligation concerned, the Finance Parties will have a separate cause of action against the Chargor for the shortfall.
- 19.6 Any certification or determination by the Lender of an amount payable by a Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

20. REMEDIES

- 20.1 The Rights created by this Deed are in addition to any other Rights of the Finance Parties against the Chargors under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- 20.2 No failure by a Finance Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Finance Party preclude its further exercise.
- 20.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

21. POWER OF ATTORNEY

- 21.1 Each Chargor, by way of security, irrevocably appoints each of the Lender and any Receiver severally to be its attorney:
- (a) to do anything which that Chargor is obliged to do under the Finance Party Security Documents; and

- (b) to exercise any of the Rights conferred on the attorney by the Finance Party Security Documents or by law.

22. PARTIES

- 22.1 Each Chargor which executes this Deed will be bound by it even if other intended Chargors do not do so or are not effectively bound by it.
- 22.2 Roxy Leisure Holdings Limited will procure that any new Subsidiary of a Chargor will, promptly upon becoming a Subsidiary, become a party to this Deed by executing a Supplemental Deed in form and substance satisfactory to the Lender. If it would otherwise constitute unlawful financial assistance to do so, Roxy Leisure Holdings Limited will use its best endeavours to ensure that the security is granted in a lawful manner.
- 22.3 The retiring Lender will, at the Chargors' expense, provide its successor with copies of those of its records as Lender as its successor properly requires to perform its functions as Lender.

23. NOTICES

- 23.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address or fax number as that party may from time to time notify to the other parties.
- 23.2 It will be deemed to have been received by the relevant party on receipt at that address.
- 23.3 The initial administrative details of the parties are contained in Schedule 2 but a party may amend its own details at any time by notice to the other parties.
- 23.4 Any notice to a Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

24. LAW

- 24.1 This Deed is governed by English law.
- 24.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed and including non-contractual disputes or claims) (a **Dispute**).
- 24.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 24.4 Clause 24.2 is for the benefit of the Lender only. As a result, the Lender will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**The Original Chargors**

	Name	Registered Number
1	Roxy Leisure Holdings Limited	12328086
2	Roxy Leisure Ltd	09724448
3	Roxy Ball Room (Liverpool) Ltd	09730393
4	Roxy Ball Room (Manchester) Ltd	09730321
5	Roxy Ball Room (Nottingham) Ltd	10406313
6	Roxy Ball Room (Leeds Two) Ltd	11182540
7	Roxy Ball Room (Liverpool Two) Ltd	10115259
8	Roxy Ball Room Ltd	08763940
9	Roxy Lanes Ltd	08763977
10	Roxy Ball Room (Birmingham) Ltd	12152898
11	Roxy Ball Room (Manchester Two) Ltd	11571024

SCHEDULE 2**Initial Administrative Details of the Parties**

Party	Address	Attention
Roxy Leisure Holdings Limited	5 Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Leisure Ltd	5 Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Ball Room (Liverpool) Ltd,	Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Ball Room (Manchester) Ltd	Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Ball Room (Nottingham) Ltd	Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Ball Room (Leeds Two) Ltd	Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Ball Room (Liverpool Two) Ltd	Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Ball Room Ltd	Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Lanes Ltd	Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Ball Room (Birmingham) Ltd	Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Roxy Ball Room (Manchester Two) Ltd	Clayton Wood Court, West Park, Leeds, LS16 6QW	Finance Director
Lender	c/o Foresight Group LLP The Shard 32 London Bridge Street London SE1 9SG	Russell Healey, Matt Smith and James Livingston

SCHEDULE 3
Permitted Security

1. Finance Party Security.
2. Liens arising in the ordinary course of trading by operation of law.

SIGNATORIES

The Chargors

**EXECUTED and
DELIVERED AS A DEED
by ROXY LEISURE HOLDINGS LIMITED
acting by one director
in the presence of:**

DocuSigned by:

Peter Mummery

.....DL66D64A84734D.....

Witness signature

Name: Pete Mummery

Address: 31 Stainburn Crescent, Moortown, Leeds

Occupation: Finance Director

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)

DocuSigned by:

Pete Mummery

.....A17645464013451.....

**EXECUTED and
DELIVERED AS A DEED
By ROXY LEISURE LTD
acting by one director
in the presence of:**

DocuSigned by:

Peter Mummery

.....DL66D64A84734D.....

Witness signature

Name: Pete Mummery

Address: 31 Stainburn Crescent, Moortown, Leeds

Occupation: Finance Director

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DocuSigned by:

Pete Mummery

.....A17645464013451.....

EXECUTED and
DELIVERED AS A DEED
By **ROXY BALL ROOM (LIVERPOOL) LTD**
acting by one director
in the presence of:

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DocuSigned by:



AB743A35C0EC45F.....

DocuSigned by:



DL8DD74A847342D.....

Witness signature

Name: Pete Mummery

Address: 31 Stainburn Crescent, Moortown, Leeds

Occupation: Finance Director

EXECUTED and
DELIVERED AS A DEED
By **ROXY BALL ROOM (MANCHESTER) LTD**
acting by one director
in the presence of:

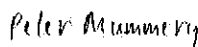
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DocuSigned by:



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DocuSigned by:



DL8DD74A847342D.....

Witness signature

Name: Pete Mummery

Address: 31 Stainburn Crescent, Moortown, Leeds

Occupation: Finance Director

EXECUTED and
DELIVERED AS A DEED
By ROXY BALL ROOM (NOTTINGHAM) LTD
acting by one director
in the presence of:

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DocuSigned by:



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DocuSigned by:



BE69D74A847344D.....

Witness signature

Name: Pete Mummery
Address: 31 Stainburn Crescent, Moortown, Leeds
Occupation: Finance Director

EXECUTED and
DELIVERED AS A DEED
By ROXY BALL ROOM (LEEDS TWO) LTD
acting by one director
in the presence of:

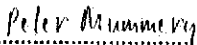
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Witness signature

Name: Pete Mummery
Address: 31 Stainburn Crescent, Moortown, Leeds
Occupation: Finance Director

EXECUTED and
DELIVERED AS A DEED
By **ROXY BALL ROOM (LIVERPOOL TWO) LTD**
acting by one director
in the presence of:

DocuSigned by:

Peter Mummery

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Witness signature

Name: Pete Mummery

Address: 31 Stainburn Crescent, Moortown, Leeds

Occupation: Finance Director

DocuSigned by:

Pete Mummery

.....AB762835CDEC48F.....

EXECUTED and
DELIVERED AS A DEED
By **ROXY BALL ROOM LTD**
acting by one director
in the presence of:

DocuSigned by:

Peter Mummery

.....BF70E74A8B87384D.....

Witness signature

Name: Pete Mummery

Address: 31 Stainburn Crescent, Moortown, Leeds

Occupation: Finance Director

DocuSigned by:

Pete Mummery

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EXECUTED and
DELIVERED AS A DEED
By ROXY LANES LTD
acting by one director
in the presence of:

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DocuSigned by:



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DocuSigned by:



BE80D747A8A734215

Witness signature

Name: Pete Mummery

Address: 31 Stainburn Crescent, Moortown, Leeds

Occupation: Finance Director

EXECUTED and
DELIVERED AS A DEED
By ROXY BALL ROOM (BIRMINGHAM) LTD
acting by one director
in the presence of:

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DocuSigned by:



AB793633C0D6C45F

DocuSigned by:



BE80D747A8A734215

Witness signature

Name: Pete Mummery

Address: 31 Stainburn Crescent, Moortown, Leeds

Occupation: Finance Director

EXECUTED and
DELIVERED AS A DEED
By ROXY BALL ROOM (MANCHESTER TWO) LTD
acting by one director
in the presence of:

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)
)
)
)

DocuSigned by:



.....AB781533CDEE435F.....

DocuSigned by:



.....8E60D747847334D.....

Witness signature

Name: Pete Mummery

Address: 31 Stainburn Crescent, Moortown, Leeds

Occupation: Finance Director

The Lender

EXECUTED and DELIVERED AS A DEED
by **FORESIGHT REGIONAL INVESTMENT LP**
acting by its general partner
FORESIGHT REGIONAL INVESTMENT
GENERAL PARTNER LLP, acting by a member,
FORESIGHT COMPANY 1 LIMITED,
acting by a Director.
in the presence of:

DocuSigned by:

David Hughes

A7A1E1BF68A749A

DocuSigned by:

Mark Brennan

A7A1E1BF68A749A

Witness signature

MARK BRENNAN

Witness name (block capitals)

16 Bradbourne Road, Sevenoaks, TN13 3PY

Witness address