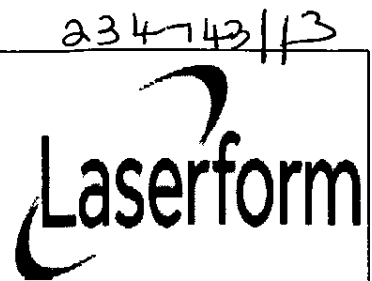


# MR01

## Particulars of a charge



A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ What this form is for  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ What this form is NOT for  
You may not use this form to  
register a charge with  
an instrument. Use form

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the  
charge. If the form is delivered outside of the 21 days it will be rejected unless it is a  
court order extending the time for delivery

You must enclose a certified copy of the instrument with this form  
scanned and placed on the public record. Do not send the original.



A04 15/12/2014 #153  
COMPANIES HOUSE

### 1 Company details

Company number 3 8 8 9 5 5 2

Company name in full Pinewood Shepperton plc

1 3. For official use

→ Filing in this form  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d0 d3 m1 m2 y2 y0 y1 y4

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Lloyds Bank plc

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	
Brief description	N/A	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7  Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b>	
Signature	Please sign the form here  Signature <b>X</b> Allen & Overy LLP <b>X</b>  This form must be signed by a person with an interest in the charge	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Jessica Goodwin

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 02030883430



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

For companies registered in Scotland  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N.R. Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3889552

Charge code: 0388 9552 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd December 2014 and created by PINWOOD SHEPPERTON PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2014

*Post.*

Given at Companies House, Cardiff on 19th December 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# **SUPPLEMENTAL SECURITY AGREEMENT**

**DATED 3 DECEMBER 2014**

**PINEWOOD SHEPPERTON PLC and  
THE COMPANIES LISTED IN SCHEDULE 1  
and**

**LLOYDS BANK PLC  
as Agent**

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com

*Allen & Overy LLP  
12 December 2014*

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

**ALLEN & OVERY**

**Allen & Overy LLP**

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THIS DEED is dated **3** December 2014 and is made **BETWEEN**:

- (1) **PINEWOOD SHEPPERTON PLC** and the companies listed in Schedule 1 as chargors (each a **Chargor**), and
- (2) **LLOYDS BANK PLC** as agent (the **Agent**).

#### **BACKGROUND**

- (A) Pursuant to a Security Agreement dated 28 May 2012 (the **Original Security Agreement**), the Chargors created security interests over certain of their assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented)
- (B) The Credit Agreement has been amended by an amendment and restatement agreement dated October 2014 between, among others, the Chargors and the Agent (the **Amendment and Restatement Agreement**).
- (C) Each Chargor and the Agent considers that the security interests created by the Chargors under the Original Security Agreement secure payment of the Secured Liabilities (as defined below) but enter into this Deed in case they do not
- (D) This Deed is supplemental to the Original Security Agreement
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

#### **1. INTERPRETATION**

- (a) In this Deed.
  - (i) **Pinewood Report on Title** has the same meaning given to that term in the Original Security Agreement, and
  - (ii) **Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligors to any Finance Party under the Finance Documents including those obligations and liabilities as they are amended by the Amendment and Restatement Agreement.
- (b) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (c) In this Deed, any reference to the Credit Agreement means the Credit Agreement as amended by the Amendment and Restatement Agreement.
- (d) The provisions of clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement are to be construed as references to this Deed

- (e)
  - (i) A Finance Document or other document or security includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other document or security, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
  - (ii) the term **this Security** means any security created by this Deed; and
  - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future assets
- (f) Any covenant of the Chargors under this Deed (other than a payment obligation) remains in force during the Security Period
- (g) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (h) If the Agent considers (on the basis of legal advice) that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (i) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed
  - (i) is created in favour of the Agent;
  - (ii) is created over present and future assets of each Chargor,
  - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (for the avoidance of doubt, for the purposes of section 6 (No liability under covenants in certain cases) of the Law of Property (Miscellaneous Provisions) Act 1994, matters disclosed in the Pinewood Report on Title are within the actual knowledge of the Agent)
- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document:
  - (i) that Chargor must notify the Agent promptly,
  - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself,

- (iii) unless the Agent otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed, and
- (iv) the Chargor must promptly supply to the Agent a copy of the consent obtained by it.
- (c) The Agent holds the benefit of this Deed on trust for the Finance Parties
- (d) All the security created under this Deed
  - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities; and
  - (ii) is created in addition to and does not affect the security created by the Original Security Agreement
- (e) Where this Deed purports to create a first fixed security interest, that security interest will be a second ranking security interest ranking subject to the equivalent security interest created by the Original Security Agreement until such time as the security interest created by the Original Security Agreement ceases to have effect.
- (f) Subject to paragraph (b) above, where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

## **2.2 Land**

- (a) Each Land Chargor charges
  - (i) by way of a first priority legal mortgage all estates or interests in any freehold or leasehold property owned by it (this includes the real property specified in Schedule 2 (Real Property) of the Original Security Agreement (the details of which are reproduced in Schedule 2 (Real Property) to this Deed)) and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property, and
  - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights and licences or other agreement or document which gives that Chargor a right to occupy or use property
- (b) A reference in this Deed to any freehold or leasehold property includes
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the relevant Chargor, and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants

## **2.3 Shares**

- (a) The Share Chargor charges

- (i) by way of a first priority legal mortgage all Shares owned by it or held by any nominee on its behalf, and
  - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all Shares owned by it or held by any nominee on its behalf.
- (b) A reference in this Subclause to a mortgage or charge of any Share includes any Related Right.

#### **2.4 Miscellaneous**

Each Chargor charges by way of first fixed charge.

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill,
- (c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above, and
- (e) its uncalled capital

#### **2.5 Floating charge**

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause
- (b) Except as provided below, the Agent may (acting on the instructions of the Majority Lenders) by notice to a Chargor convert the floating charge created by that Chargor under this Subclause into a fixed charge as regards any of that Chargor's assets specified in that notice, if
  - (i) an Event of Default is outstanding; or
  - (ii) the Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of.
  - (i) the obtaining of a moratorium, or
  - (ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000.
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed in relation to that Chargor or the Agent receives notice of an intention to appoint an administrator in relation to that Chargor.

- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

**3. INCORPORATION**

The provisions of clause 3 (Representations and Warranties - General) to 17 (Release) (inclusive) (other than clause 5.10 (The Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

**4. H.M. LAND REGISTRY**

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M 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 [ ] referred to in the charges register or their conveyancer.(Standard Form P) "

**5. MISCELLANEOUS**

- (a) The Original Security Agreement will remain in full force and effect.
- (b) This Deed is designated a Finance Document

**6. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

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

**SCHEDULE 1****CHARGORS**

<b>Name of Chargor</b>	<b>Registration number</b>
Pinewood Shepperton plc	3889552
Pinewood Shepperton Facilities Limited	7527390
Pinewood Studios Limited	392619
Pinewood-Shepperton Studios Limited	2985190
Shepperton Studios Limited	2974333
Teddington Studios Limited	5365850
Shepperton Management Limited	5907027
Baltray No. 1 Limited	5776674
Baltray No. 2 Limited	5778635
Saul's Farm Limited	6233879
Pinewood PSB Limited	6300755

**SCHEDULE 2**  
**REAL PROPERTY**

Property	Land Description	Registry	Land Chargor	Title Number
Freehold land at Pinewood Studios, Pinewood Road, Iver Heath, Buckinghamshire	Pinewood Studios, Pinewood Road		Pinewood Studios Limited	BM168450
Freehold land opposite Pinewood Studios	Land on the East side of Pinewood Road, Iver		Project Pinewood Property Limited	BM60711
	Saul's Farm, Seven Hills Road, Iver (SL0 0NY)			BM241497
	Land on the South side of Seven Hills Road, Iver			BM232959
Freehold land	Land to the South East of Church Road, Iver		Project Pinewood Property Limited	BM366764

## SIGNATORIES

### Chargors

EXECUTED AS A DEED by  
**PINEWOOD SHEPPERTON PLC**  
acting by:

)  
)  
)



Director

In the presence of.

Witness's signature.

Name:

MAGDALENA DUKE

Address:

PINEWOOD STUDIOS  
PINEWOOD ROAD..  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

EXECUTED AS A DEED by  
**PINEWOOD SHEPPERTON FACILITIES  
LIMITED**  
acting by:

)  
)  
)  
)



Director

In the presence of.

Witness's signature:

Name:

MAGDALENA DUKE

Address:

PINEWOOD STUDIOS  
PINEWOOD ROAD..  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

EXECUTED AS A DEED by  
**PINEWOOD STUDIOS LIMITED**  
acting by:

)  
)  
)



Director

In the presence of.

Witness's signature:

Name

MAGDALENA DUKE

Address...

PINEWOOD STUDIOS  
PINEWOOD ROAD  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

EXECUTED AS A DEED by  
PINWOOD-SHEPPERTON  
STUDIOS LIMITED  
acting by:

)  
)  
)



Director

In the presence of:



Witness's signature:

MAGDALENA DUKE

Name ... PINWOOD STUDIOS

Address: ... PINWOOD ROAD  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

PINWOOD STUDIOS PINWOOD ROAD IVER HEATH BUCKINGHAMSHIRE SL0 0NH
---

EXECUTED AS A DEED by  
SHEPPERTON STUDIOS LIMITED  
acting by:

)  
)



Director

In the presence of:



Witness's signature:

Name ... MAGDALENA DUKE

Address ... PINWOOD STUDIOS  
PINWOOD ROAD  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

PINWOOD STUDIOS PINWOOD ROAD IVER HEATH BUCKINGHAMSHIRE SL0 0NH
---

EXECUTED AS A DEED by  
TEDDINGTON STUDIOS LIMITED  
acting by:

)  
)



Director

In the presence of:



Witness's signature:

Name ... MAGDALENA DUKE

Address: ...

PINWOOD STUDIOS PINWOOD ROAD IVER HEATH BUCKINGHAMSHIRE SL0 0NH
---

EXECUTED AS A DEED by  
SHEPPERTON MANAGEMENT LIMITED )  
acting by: )

Director

In the presence of:

Witness's signature:

Name ... *MAGDALENA JURE*

Address: ...  
PINWOOD STUDIOS  
PINWOOD ROAD  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

EXECUTED AS A DEED by  
BALTRAY NO. 1 LIMITED )  
acting by )

Director

In the presence of:

Witness's signature:

Name: *MAGDALENA... JURE...*

Address: ...  
PINWOOD STUDIOS  
PINWOOD ROAD  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

EXECUTED AS A DEED by  
BALTRAY NO. 2 LIMITED )  
acting by. )

Director

In the presence of:

Witness's signature:

Name ... *MAGDALENA JURE...*

Address' ....  
PINWOOD STUDIOS  
PINWOOD ROAD  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

EXECUTED AS A DEED by  
**SAUL'S FARM LIMITED**  
acting by.

)  
)  
)



Director

In the presence of:



Witness's signature:

Name: *MAGDALENA DUNE*

Address: 

PINWOOD STUDIOS  
PINWOOD ROAD  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

EXECUTED AS A DEED by  
**PINEWOOD PSB LIMITED**  
acting by

)  
)  
)



Director

In the presence of:



Witness's signature:

Name: *MAGDALENA DUNE*

Address: 

PINWOOD STUDIOS  
PINWOOD ROAD  
IVER HEATH  
BUCKINGHAMSHIRE  
SL0 0NH

Agent

**LLOYDS BANK PLC**

By:

EXECUTED AS A DEED by )  
SAUL'S FARM LIMITED )  
acting by )

Director

In the presence of

Witness's signature ..... .

Name: ..... .

Address .. . . . .

EXECUTED AS A DEED by )  
PINWOOD PSB LIMITED )  
acting by )

Director

In the presence of

Witness's signature . . . . .

Name . . . . .

Address' . . . . .

**Agent**

**LLOYDS BANK PLC**

By

A large black rectangular redaction box covering the signature of the agent.