



Registration of a Charge

Company name: **LW THEATRES GROUP LIMITED**

Company number: **03987955**

Received for Electronic Filing: **06/05/2020**



X94GKAXL

Details of Charge

Date of creation: **27/04/2020**

Charge code: **0398 7955 0010**

Persons entitled: **HANDELSBANKEN PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

**STUART FITZSIMMONS ON BEHALF OF DENTONS UK AND MIDDLE
EAST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3987955

Charge code: 0398 7955 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th April 2020 and created by LW THEATRES GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2020 .

Given at Companies House, Cardiff on 7th May 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**

DENTONS

EZP/MSXM/071439.00002/71904066.4

Supplemental Account Charge (additional secured liabilities)

Dated 27 April 2020

LW Theatres Group Limited (formerly Really Useful Theatres Group Limited)
(the Chargor)

Handelsbanken plc
(the Lender)

Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

Deed

Dated 27 April 2020

Between

- (1) **LW THEATRES GROUP LIMITED (FORMERLY REALLY USEFUL THEATRES GROUP LIMITED)** a company incorporated in England and Wales with registered number 03987955 whose registered office is at 65 Drury Lane, London, WC2B 5SP (the **Chargor**); and
- (2) **HANDELSBANKEN plc**, acting through its London Holborn Branch at 2nd Floor, 1 Kingsway, London, WC2B 6AN (the **Lender**)

Recitals

- A The Lender and the Chargor have entered into an account charge (the **Account Charge**) dated 20 July 2017.
- B With effect from 1 December 2018, Svenska Handelsbanken AB (publ) transferred substantially all of the business of its UK branch into Handelsbanken plc by a banking business transfer scheme (the Scheme) in accordance with Part VII of the Financial Services and Markets Act 2000, as amended. Any rights, debts, liabilities or obligations of Svenska Handelsbanken AB (publ) in the Account Charge transferred to Handelsbanken plc on 1 December 2018, being the effective date to the Scheme.
- C The Chargor, the Lender and others have entered into, or are proposing to enter into, a waiver, amendment and restatement agreement (the **Amendment and Restatement Agreement**) under the terms of which the parties to the Facilities Agreement agree to amend and restate the Facilities Agreement.
- D The Chargor has agreed to enter into this Deed to charge the Deposit as more specifically referred to in the Account Charge as a continuing security for the payment and discharge of the Secured Liabilities notwithstanding the changes made to the Finance Documents (as defined in the Facilities Agreement) pursuant to the Amendment and Restatement Agreement, including an increase in the Total Commitments provided thereunder.
- E The conditions precedent to the effectiveness of the amendments to the Facilities Agreement set out in the Amendment and Restatement Agreement include the entry by the Chargor into this Deed.
- F This Deed is a Confirmatory Security Document and a Transaction Security Document.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- 1.1.1 Unless this Deed expressly provides otherwise, any capitalised term in this Deed, or any term deemed to be incorporated in this Deed, shall have the same meaning as it would have in the Account Charge.

- 1.1.2 In this Deed, **Secured Liabilities** means the liabilities of the Obligors to the Lender under or pursuant to the Finance Documents (as each of those capitalised terms is defined in the Facilities Agreement (as amended by the Amendment and Restatement Agreement)) and, including (for the avoidance of doubt) the increase in the Total Commitments made effective pursuant to the Amendment and Restatement Agreement.

2 Creation of Security

- 2.1 As a continuing security for the Secured Liabilities, the Chargor charges, on the terms set out in Clause 3 (*Charge*) of the Account Charge, the Deposit as more specifically referred to in the Account Charge, upon the terms contained in the Account Charge.
- 2.2 This Deed is supplemental to the Account Charge. Other than to the extent this Deed expressly provides otherwise:
- (a) Clause 4 (*Nature of security created*) of the Account Charge applies to the Security created under Clause 2.1 of this Deed as though references to the Account Charge are to this Deed; and
 - (b) the rights, obligations, consents and other terms in the Account Charge relating to the Security granted under it, shall apply to the Security granted under Clause 2.1 of this Deed, as if set out in full in this Deed.

3 Representations and warranties

Save to the extent disclosed to the Lender prior to the date of this Deed, the representations and warranties as set out in Clause 8 (*Representations and warranties by the Chargor*) of the Account Charge are repeated on the date of this Deed.

4 Negative pledge

The Chargor shall not create or permit to subsist any Security over the Account or the Deposit except for (i) the Security created pursuant to this Deed; or (ii) Security in favour of the Lender under any Permitted Security.

5 Further assurance

5.1 Further action

The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may reasonably require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the rights of the Lender and the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over the Account or the Deposit; or
- (d) facilitate the realisation of the Deposit or the exercise of any rights, powers and discretions conferred on the Lender in connection with the Account or the Deposit,

and any such document may disapply section 93 of the Act.

5.2 Registration at Companies House

The Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

6 Continuing Account Charge

- 6.1 Nothing in this Deed is intended to imply, or should be construed as implying, that the Security created under the Account Charge is not effective to secure the Secured Liabilities. The Account Charge shall continue in full force and effect as supplemented by this Deed.
- 6.2 In the event of any inconsistency between the Account Charge and this Deed (other than in respect of this Clause 6 or any additional obligation assumed by the Chargor in this Deed), the Existing Security Document shall prevail.
- 6.3 The satisfaction of any obligation of the Chargor under the Account Charge shall, where it is also contained in this Deed, be deemed to satisfy the same obligation of the Chargor under this Deed.
- 6.4 Without prejudice to the generality of Clauses 6.1 to 6.3, any reference to Security being created by this Deed "with full title guarantee" is qualified by and subject to the Security created by the Account Charge in respect of the relevant Security Assets.

7 Further provisions

The provisions of Clauses 1.2 (*Construction*), 1.3 (*Third Party rights*), 1.4 (*Effect as a deed*), 2 (*Covenant to pay*), 22 (*Notices*), 27 (*Counterparts*), 28.1 (*Governing law*) and 28.2 (*Jurisdiction*) of the Account Charge shall apply to this Deed as they apply to the Account Charge.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Signatories

Executed as a deed by
LW THEATRES GROUP LIMITED
(FORMERLY REALLY USEFUL
THEATRES GROUP LIMITED)
acting by two directors

.....
Signature of Director
Dan Freeman
.....
Name of Director

.....
Signature of Director
Mark wordsworth
.....
Name of Director

Signed for and on behalf of)
HANDELSBANKEN PLC)

Signatories

Executed as a deed by
LW THEATRES GROUP LIMITED
(FORMERLY REALLY USEFUL
THEATRES GROUP LIMITED)
acting by two directors

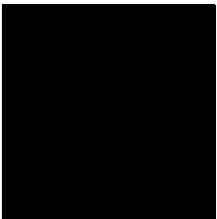
.....
Signature of Director

.....
Name of Director

.....
Signature of Director

.....
Name of Director

Signed for and on behalf of
HANDELSBANKEN PLC



NISHITA PATEL
Authorised Signatory

HARRIETTE GUTHRIE
Authorised Signatory