



Registration of a Charge

Company name: **LW THEATRES GROUP LIMITED**

Company number: **03987955**



X94TNUNS

Received for Electronic Filing: **11/05/2020**

Details of Charge

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

Charge code: **0398 7955 0011**

Persons entitled: **HANDELSBANKEN PLC**

Brief description: **LAND THE MORTGAGER CHARGES: (A) BY WAY OF LEGAL MORTGAGE ITS INTERESTS IN 67, 68, 69 AND 70 DRURY LANE, LONDON WC2B 5SP (TITLE NUMBER NGL769914); AND (B) BY WAY OF FIXED CHARGE ANY RIGHT, TITLE OR INTEREST WHICH IT HAS NOW OR MAY SUBSEQUENTLY ACQUIRE TO OR IN ANY OTHER LAND ((EACH TERM AS DEFINED IN THE LEGAL MORTGAGE (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01)).**

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 0011

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 11th May 2020 .

Given at Companies House, Cardiff on 12th 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/071439.00002/71901078.4

Supplemental Legal Mortgage (additional secured liabilities)

Dated 27 April 2020

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

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 **Mortgagor**); 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 Mortgagor have entered into a legal mortgage (the **Legal Mortgage**) dated 1 August 2016 and a confirmatory legal mortgage (the **Confirmatory Legal Mortgage**) dated 26 August 2016 (the Legal Mortgage and the Confirmatory Legal Mortgage are together the **Existing Security Documents**).
- 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 Legal Mortgage and the Confirmatory Legal Mortgage transferred to Handelsbanken plc on 1 December 2018, being the effective date to the Scheme.
- C The Mortgagor, 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 Mortgagor has agreed to enter into this Deed to charge its right, title or interest in the Land, Plant and Machinery and insurance as more specifically referred to in the Legal Mortgage 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 Mortgagor 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 Legal Mortgage.
- 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 Mortgagor charges, mortgages and assigns on the terms set out in Clause 3 (*Creation of Security*) of the Legal Mortgage, its right, title or interest in the Land, Plant and Machinery and insurance as more specifically referred to in the Legal Mortgage, upon the terms contained in the Legal Mortgage.
- 2.2 This Deed is supplemental to the Legal Mortgage and the Confirmatory Legal Mortgage. Other than to the extent this Deed expressly provides otherwise:
 - (a) Clause 4 (*Nature of security created*) of the Legal Mortgage applies to the Security created under Clause 2.1 of this Deed as though references to the Legal Mortgage are to this Deed; and
 - (b) the rights, obligations, consents and other terms in the Legal Mortgage 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 Negative pledge

Except as permitted by the Facilities Agreement (as amended by the Amendment and Restatement Agreement), the Mortgagor shall not create or permit to subsist any Security over any Security Asset.

4 Further assurance

4.1 Further action

The Mortgagor 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 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 any assets of the Mortgagor; or

- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Lender or any Receiver in connection with all or any of the Security Assets,

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

4.2 Registration at Companies House

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

5 Existing Security Documents

- 5.1 Nothing in this Deed is intended to imply, or should be construed as implying, that the Security created under the Existing Security Documents is not effective to secure the Secured Liabilities. The Legal Mortgage and the Confirmatory Legal Mortgage shall continue in full force and effect as supplemented by this Deed.
- 5.2 In the event of any inconsistency between an Existing Security Document and this Deed (other than in respect of this Clause 5 or any additional obligation assumed by the Mortgagor in this Deed), the Existing Security Document shall prevail.
- 5.3 The satisfaction of any obligation of the Mortgagor under an Existing Security Document shall, where it is also contained in this Deed, be deemed to satisfy the same obligation of the Mortgagor under this Deed.
- 5.4 Without prejudice to the generality of Clauses 5.1 to 5.3 any reference to Security being created by this Deed "with full title guarantee" is qualified by and subject to the Security created by the Existing Security Documents in respect of the relevant Security Assets.

6 Further provisions

The provisions of Clauses 1.2 (*Construction*), 1.3 (*Third Party rights*), 1.4 (*Effect as a deed*), 1.5 (*Law of Property (Miscellaneous Provisions) Act 1989*), 2 (*Covenant to Pay*), 19 (*Notices*), 24 (*Counterparts*), 25.1 (*Governing law*) and 25.2 (*Jurisdiction*) of the Legal Mortgage shall apply to this Deed as they apply to the Legal Mortgage.

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

DocuSigned by:

.....
Signature of Director

Dan Freeman
.....
Name of Director

DocuSigned by:

.....
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