

MG01

Particulars of a mortgage or charge



V6598113

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
register particulars of a charge for a
company. To do this, please use
form MG01s

THURSDAY



L160FP7L

LD3

12/04/2012

#53

COMPANIES HOUSE

1

Company details

Company number

0 5 4 9 3 2 3 7

Company name in full

Nimax Theatres Limited (the "Chargor")

2

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d1 m0 m4 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture dated 11 April 2012 made between (1) the Chargor and (2) the
Lender (as defined in this form MG01 below) (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of each Obligor and each grantor of a
security interest to the Lender under each or any
of the Finance Documents together with all costs,
charges and expenses incurred by the Lender or any
Receiver or Delegate in connection with the
protection, preservation or enforcement of their
respective rights under the Finance Documents or
any other document evidencing or securing any such
liabilities (the "Secured Obligations").

For capitalised terms used but not otherwise
defined in this form MG01, please see continuation
page 1.

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	HSBC Bank plc	
Address	70 Pall Mall	
	London	
Postcode	S W 1 Y 5 E Z	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1. Fixed Security</p> <p>Charges</p> <p>1.1 The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>1 1 1 by way of first legal mortgage</p> <p>(a) the real property specified in schedule 1 (<i>The Property</i>) of the Debenture; and</p> <p>(b) all other real property (if any) at the date of the Debenture vested in, or charged to you (not charged by 1.1 1(a) above),</p> <p>1.1 2 by way of first fixed charge</p> <p>(a) all other real property and interests in real property (not mortgaged by 1 1 1 above),</p> <p>(b) all licences to enter upon or use land and the benefit of all other agreements relating to land;</p> <p>(c) the proceeds of sale of all real property and</p> <p>(d) the benefit of any rental deposit given or charged to you by any occupier of any real property;</p> <p>1 1.3 by way of first fixed charge (insofar as not mortgaged by 1.1.1 or charged by 1 1.2) all present and future rents and other sums due to you under any Lease,</p>	

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X CMS Cameron McKenna LLP X

This form must be signed by a person with an interest in the registration of the charge

CHFP025

03/11 Version 5.0

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Jessica Slack

Company name CMS Cameron McKenna LLP
(023407.00492)

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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 or email 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

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Particulars of a mortgage or charge

4	Amount secured	1
Amount secured	<p data-bbox="308 342 1054 387">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="308 398 1401 465">Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notorisation or registration;</p> <p data-bbox="308 499 1465 521">Delegate has the meaning given to that term in the Facilities Agreement,</p> <p data-bbox="308 555 1503 645">Facilities Agreement means the Sterling Term and Revolving Facilities Agreement made between, among others, Nimax LLP and HSBC Bank plc dated 11 April 2012,</p> <p data-bbox="308 678 1437 745">Finance Documents has the meaning given to that term in the Facilities Agreement,</p> <p data-bbox="308 779 1485 925">Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between Nimax LLP, Nimax Theatres Limited and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Obligations,</p> <p data-bbox="308 958 1449 981">Key-man Policy has the meaning given to it in the Facilities Agreement,</p> <p data-bbox="308 1014 1453 1149">Lease means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations,</p> <p data-bbox="308 1182 738 1205">Lender means HSBC Bank plc,</p> <p data-bbox="308 1238 1437 1305">Material Agreements means the Acquisition Agreement (as defined in the Facilities Agreement);</p> <p data-bbox="308 1339 1449 1361">Obligor has the meaning given to that term in the Facilities Agreement;</p> <p data-bbox="308 1395 1453 1462">Receiver means an administrative receiver, a receiver and/or manager of any or all of your assets appointed by the Lender under the Security;</p> <p data-bbox="308 1496 1485 1832">Secured Obligations 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 each Obligor (as defined in the Facilities Agreement) and each grantor of a security interest to the Lender under each or any of the Finance Documents (as defined in the Facilities Agreement) together with all costs, charges and expenses incurred by the Lender or any Receiver or Delegate in connection with the protection, preservation or enforcement of their respective rights under the Finance Documents (as defined in the Facilities Agreement) or any other document evidencing or securing any such liabilities;</p> <p data-bbox="308 1865 1425 1933">Security means the Security Interests created or intended to be created by or pursuant to this Debenture; and</p> <p data-bbox="308 1966 1425 2056">Security Interest means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or</p>	

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Particulars of a mortgage or charge

4	Amount secured	2
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	arrangement having a similar legal effect.	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	3
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 1.4 by way of first fixed charge all plant and machinery (insofar as not mortgaged by 1.1.1 or charged by clause 1.1 2) and the benefit of all contracts, licences and warranties relating to the same;</p> <p>1 1.5 by way of first fixed charge:</p> <p>(a) the shares referred to in schedule 2 (Shares) of the Debenture (if any), and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Debenture) now or in the future owned by the Chargor or by a nominee, trustee, fiduciary or clearance system on its behalf or in which it has an interest at any time (not charged by 1 1 5(a)).</p> <p>in each case, together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>1.1.6 by way of first fixed charge all your accounts with any bank, financial institution or other person at any time and all monies beneficially owned by you at any time standing to the credit of such accounts,</p> <p>1 1 7 by way of first fixed charge all the rights you have from time to time in respect of any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (whether registered or unregistered) and the benefit of all applications for and rights to use such assets (together "Intellectual Property");</p> <p>1.1.8 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)</p> <p>(a) the benefit of all licences, consents, agreements and Authorisations held or used in connection with your business or the use of any of your assets; and</p> <p>(b) any letter of credit issued in your favour and all bills of exchange and other negotiable instruments held by you;</p> <p>1 1.9 by way of first fixed charge all of your goodwill and uncalled capital.</p> <p>Assignment</p> <p>1 2 The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of your present and future</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	4
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>right, title and interest in and to</p> <p>1.2.1 (to the extent not mortgaged or charged by 1.1 (Fixed charges) above) all present and future rents and other sums due to you under any Lease,</p> <p>1.2.2 each Hedging Agreement, all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them;</p> <p>1.2.3 each Material Agreement together with all rights and remedies in connection with each Material Agreement and all proceeds and claims arising from them;</p> <p>1.2.4 all insurance policies including but not limited to the Key-man Policy; claims under those insurance policies and all proceeds of those claims under the insurance policies;</p> <p>1.2.5 all present and future book debts and other debts, royalties fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by you or due or owing to you (whether actual or contingent and whether arising under contract or in any other manner whatsoever),</p> <p>1.2.6 the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing; and</p> <p>1.2.7 all proceeds of any of the foregoing not otherwise assigned under this 1.2.</p> <p>1.3 To the extent that any right referred to in 1.2 above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all your present and future rights and claims to any proceeds of such rights</p> <p>2. Floating Charge</p> <p>2.1 The Chargor charges and agrees to charge by way of first floating charge all of their present and future</p> <p>2.1.1 assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to 1.1 (Fixed charges), 1.2 (Assignments) or any other provision of the Debenture; and</p> <p>2.1.2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland</p> <p>Qualifying Floating Charge</p> <p>2.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 5 (Floating Charge) of the Debenture as described in paragraph 2.1 of this</p>	

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6 Short particulars of all the property mortgaged or charged

5

Please give the short particulars of the property mortgaged or charged

Short particulars

Form MG01.

Schedule 1

The Property

Not applicable

Schedule 2

Shares

Company	Number of Shares	Class of Share	Legal and Beneficial Owner
Palace Theatre London Limited (Company no 01724610)	6,500,100	Ordinary	Nimax Theatres Limited (registered no 05493237)

NOTES

The Debenture also contains the following provisions.

Negative Pledge

The Chargor shall not create or permit to subsist any Security Interest without the consent of the Lender, other than any Security Interest permitted in accordance with clause 23.20 of the Facilities Agreement

No Disposals

Unless the Lender consents, the Chargor shall not make any disposal of its assets that are mortgaged, charged or assigned to the Lender by the Debenture even if the disposal is involuntary, other than any disposal permitted in accordance with clause 23.22 of the Facilities Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5493237
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 APRIL 2012
AND CREATED BY NIMAX THEATRES LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
AND EACH GRANTOR OF A SECURITY INTEREST TO HSBC
BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
12 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES