



Registration of a Charge

Company Name: **PALACE THEATRE LONDON LIMITED**

Company Number: **01724610**



Received for filing in Electronic Format on the: **25/05/2022**

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Details of Charge

Date of creation: **20/05/2022**

Charge code: **0172 4610 0009**

Persons entitled: **HSBC UK BANK PLC**

Brief description:

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 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: **JAMES SIMMONS, CMS CAMERON MCKENNA NABARRO
OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1724610

Charge code: 0172 4610 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th May 2022 and created by PALACE THEATRE LONDON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th May 2022 .

Given at Companies House, Cardiff on 26th May 2022

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**

DATED

20 May

2022

(1) THE ENTITIES LISTED IN SCHEDULE 1

and

(2) HSBC UK BANK PLC

COMPOSITE FLOATING CHARGE

HSBC 

HSBC UK Bank plc

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THIS DEED is made on

20 May

2022

BETWEEN:

- (1) THE ENTITIES LISTED IN SCHEDULE 1 (each a "Chargor" and together the "Chargors"); and
- (2) HSBC UK BANK PLC (the "Lender").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:-

"Affiliate"	means a Subsidiary of a company, a Holding Company of that company or any other Subsidiary of that Holding Company.
"Facility Agreement"	means the facility agreement dated 20 May 2022 between the Chargors and the Lender.
"Finance Document"	has the meaning given to it in the Facility Agreement.
"Hedging Agreement"	means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Chargor for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks and shall include all trades conducted thereunder.
"Holding Company"	has the meaning given in section 1159 of the Companies Act 2006.
"Interest Rate"	means the rate of interest payable on any facility secured by the Security.
"Land"	has the meaning given to that term in section 205(1) of the Law of Property Act 1925 but for these purposes "Land" excludes heritable property situated in Scotland.
"Obligor"	has the meaning given to it in the Facility Agreement.
"Parallel Security Document"	means any security document in respect of any asset secured under this Deed entered into by a Chargor in favour of HSBC Bank plc.
"Property"	means all the Land from time to time subject to the Security Interests created by a Chargor in favour of the Lender.
"Receiver"	means an administrative receiver, a receiver and/or manager of any or all of a Chargor's assets appointed by the Lender under the Security.

"Secured Liabilities"	means all monies from time to time due or owing and all other actual or contingent liabilities (whether owed jointly or severally or in any other capacity whatsoever) from time to time incurred by each Obligor to the Lender under each Finance Document.
"Security"	means the Security Interests created or intended to be created by or pursuant to this Deed.
"Security Assets"	means in relation to a Chargor, all of its assets from time to time the subject of Security.
"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 arrangement having a similar effect.
"Subsidiary"	has the meaning given in section 1159 of the Companies Act 2006.

1.2 Interpretation

1.2.1 Unless a contrary indication appears, any reference in this Deed to:

- (a) **"assets"** includes present and future properties, revenues and rights of every description;
- (b) the **"Lender"** shall be construed to include its successors in title, permitted assigns and permitted transferees;
- (c) a **"disposal"** includes a lease, licence, transfer, sale or other disposal of any kind whether voluntary or involuntary;
- (d) **"includes"** or **"including"** shall be read and construed as including the phrase **"without limitation"**;
- (e) this **"Deed"** or any other agreement or instrument is a reference to this Deed, or other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the Chargors' obligations or provides for further advances);
- (f) a provision of law is a reference to that provision as amended or re-enacted;
- (g) the singular includes the plural and vice versa; and
- (h) any Land includes:
 - (i) all or any part of it;
 - (ii) all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property;
 - (iii) all easements, servitudes, rights and agreements in respect of that property;
 - (iv) all rents from and proceeds of sale of that property; and
 - (v) the benefit of all covenants given in respect of that property.

- 1.2.2 When any provision of this Deed refers to an approval or consent by the Lender that provision shall be construed so as to require that consent or approval to be given in writing.
- 1.2.3 References to clauses and paragraphs are to be construed, unless otherwise stated, as references to clauses and paragraphs of this Deed.
- 1.2.4 Clause headings are for ease of reference only and shall not affect the construction of this Deed.
- 1.2.5 If the Lender reasonably considers that an amount paid by a Chargor is capable of being avoided or otherwise set aside on the bankruptcy, liquidation or administration of that Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.6 Any reference in this Deed to a law, regulation, legal action, legal term, legal (including insolvency) step or process and/or insolvency practitioner shall include a reference to any such law, regulation, legal action, legal term, legal (including insolvency) step or process and/or insolvency practitioner in any applicable jurisdiction (including Scotland); and references in this Deed to property and assets located in any jurisdiction other than England and Wales (including Scotland) shall be construed accordingly.
- 1.2.7 The liabilities of the Chargors under this Deed are joint and several.

1.3 Third party rights

Only a Receiver has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

The terms of all other documents entered into between any Chargor and the Lender are incorporated in this Deed to the extent required to ensure that any disposition of the Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Delivery

The parties intend this Deed to be delivered on the first date specified on page 1 of this Deed and that this document shall take effect as a deed notwithstanding the fact that the Lender may only execute this document under hand.

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargors shall pay and discharge each of the Secured Liabilities when the same fall due for payment.

2.2 Further advances

This Deed is made to secure any further advances or other facilities but it does not create any obligation on the Lender to make any further advances or make other facilities available.

2.3 Default interest

2.3.1 Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate that is one per cent above the Interest Rate from time to time.

2.3.2 Default interest will accrue from day to day on a year of 365 days and will be compounded

at such intervals as the Lender considers are appropriate but will remain immediately due and payable.

3. SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made in favour of the Lender with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (or, in relation to property and assets located in Scotland, with absolute warrandice) as security for the discharge of the Secured Liabilities.

3.2 Qualifying floating charge

3.2.1 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed.

3.2.2 Each floating charge created by this Deed is a qualifying floating charge for the purposes of the Insolvency Act 1986.

3.3 Trust

If or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the relevant Chargor shall:

3.3.1 hold it on trust for the Lender as security for the payment and discharge of the Secured Liabilities; and

3.3.2 take such steps as the Lender may require to remove the impediment to assignment or charging it.

3.4 Ranking

The Chargors consent to the Lender and HSBC Bank plc entering into priority, intercreditor or other similar arrangements (to which the Chargors shall not be party) to regulate the ranking of the security granted by the Chargors under this Deed and any Parallel Security Document.

4. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (wherever located).

5. CONVERSION OF FLOATING CHARGE

5.1 Conversion by notice

The Lender may, by written notice to a Chargor, convert the floating charge created under this Deed by that Chargor into a fixed charge as regards all or any of that Chargor's assets specified in the notice.

5.2 Small companies

The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained in respect of any Chargor under Schedule A1 of the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium).

5.3 Automatic conversion

The floating charge created under this Deed by a Chargor shall (in addition to the circumstances in which the same will occur under general law) automatically and without notice convert into a fixed charge:

5.3.1 in relation to any asset which is subject to a floating charge if:-

- (a) that Chargor creates or attempts or purports to create any Security Interest on or over the relevant asset without the prior consent of the Lender (other than a Security Interest created under a Parallel Security Document); or
- (b) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such asset; or
- (c) any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator or receiver in respect of that Chargor, over all or any part of its assets, or if such person is appointed; or
- (d) any other floating charge over the Security Assets is crystallised; and

5.3.2 over all that Chargor's assets which are subject to a floating charge if an administrator under the Insolvency Act 1986 is appointed in respect of that Chargor or the Lender receives notice of intention to appoint such an administrator.

5.4 Scottish property

Clause 5.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

5.5 Partial conversion

The giving of a notice by the Lender pursuant to Clause 5.1 (*Conversion by notice*) in relation to any class of the relevant Chargor's assets shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

5.6 Assets acquired post-crystallisation

Any assets acquired by a Chargor after crystallisation has occurred shall become subject to the floating charge created by Clause 4 (*Floating charge*) so that the crystallisation shall be effective as if such assets were owned by that Chargor at the date of crystallisation.

5.7 De-crystallisation of floating charge

Any charge that has crystallised under this Clause may by notice in writing (given at any time by the Lender to the relevant Chargor), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice

6. GENERAL UNDERTAKINGS

6.1 Negative pledge

No Chargor shall create or permit to subsist any Security Interest over the Security Assets without the consent of the Lender, other than:

6.1.1 a Security Interest created under any Parallel Security Document; or

6.1.2 any Security Interest permitted in accordance with Clause 23.17 of the Facility Agreement.

6.2 No disposals

No Chargor shall make any disposal of any Security Assets even if the disposal is involuntary unless the Lender consents or the disposal is permitted in accordance with Clause 23.19 of the Facility Agreement.

7. FURTHER ASSURANCE

Each Chargor shall at its own expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for:-

7.1 giving effect to, perfecting or protecting the Security;

7.2 facilitating the realisation of any Security Asset;

7.3 facilitating the exercise of all powers, authorities and discretions vested in the Lender or in any Receiver; or

7.4 perfecting any Security over any assets acquired by that Chargor after the date of this Deed.

8. ENFORCEMENT

8.1 Remedying defaults

The Lender or a Receiver may (but is not obliged to) take any action to remedy a failure by a Chargor to observe and perform the provisions of this Deed at that Chargor's cost.

8.2 Timing of enforcement

8.2.1 The Secured Liabilities are deemed to have become due on the date of this Deed.

8.2.2 The Security created by a Chargor shall become enforceable on the earlier of:

(a) the date the Lender demands repayment of any of the Secured Liabilities;

- (b) the date any Chargor breaches a provision of this Deed or any document evidencing the facility to which the Secured Liabilities relate;
- (c) the occurrence of any event causing, or purporting to cause, the floating charge created by this Deed to become fixed in relation to any Security Asset;
- (d) any Security Interest created pursuant to a Parallel Security Document becoming enforceable; or
- (e) that Chargor's request.

8.2.3 Neither section 93(1) nor section 103 of the Law of Property Act 1925 shall apply to this Deed.

8.3 Powers of the Lender

8.3.1 At any time after the Security created by a Chargor becomes enforceable or if requested by a Chargor, the Lender may without further notice (unless required by law):

- (a) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets of that Chargor and/or of the income of the Security Assets of that Chargor; and/or
- (b) appoint or apply for the appointment of any person who is appropriately qualified as that Chargor's administrator; and/or
- (c) in respect of that Chargor's Security Assets, exercise all or any of the powers conferred on mortgagees by the Insolvency Act 1986, the Law of Property Act 1925 (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
- (d) exercise (in the Chargor's name) any voting rights and any powers or rights which may be exercised by that Chargor in relation to any shares or associated rights; and/or
- (e) take such further action as it sees fit to enforce all or any part of the Security.

8.3.2 The Lender is not entitled to appoint a Receiver in respect of any Security Assets which are subject to Security which (as created) was a floating charge solely by reason of a moratorium being obtained under Schedule A1 to the Insolvency Act 1986 or anything done with a view to obtaining such a moratorium.

8.4 No liability

Neither the Lender nor any Receiver shall be liable as a mortgagee in possession or otherwise to account in relation to the Security Assets for any loss on realisation or for any other default or omission. No exercise of the right in Clause 8.1 (*Remedying defaults*) shall render the Lender or a Receiver a mortgagee in possession. Neither the Lender nor the Receiver is under any obligation to exercise any power or discretion enjoyed by it in relation to the Security Assets.

9. RECEIVER

9.1 Removal and replacement

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

9.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

9.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender) and section 109(6) of the Law of Property Act 1925 shall not apply.

9.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Secured Liabilities shall be capable of being applied by the Lender in discharge of the Secured Liabilities.

9.5 Chargor's agent

Any Receiver shall be the relevant Chargor's agent and that Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10. POWERS OF RECEIVER

10.1 General Powers

10.1.1 Any Receiver shall have:

- (a) all the powers which are conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act but without the restrictions contained in sections 103 or 109(1) of the Law of Property Act 1925;
- (b) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (c) all powers which are conferred by any other law or regulation conferring power on receivers.

10.1.2 To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the Chargors' obligations under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226)) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

10.1.3 For the purpose of Clause 10.1.2, the value of the financial collateral appropriated shall be such amount as the Receiver or Lender, acting reasonably, determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

10.2 Additional Powers

In addition to the powers referred to in Clause 10.1 (*General Powers*), a Receiver shall have the following powers in respect of a Chargor's Security Assets:

- 10.2.1 to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;

- 10.2.2 to manage the Security Assets and the Chargor's business as he thinks fit;
- 10.2.3 to redeem any Security Interest and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 10.2.4 to enter into, terminate or vary any Hedging Agreement;
- 10.2.5 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Law of Property Act 1925, and, without limitation:
 - (a) fixtures may be severed and sold separately from the Property containing them, without the Chargor's consent;
 - (b) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (c) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- 10.2.6 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to abandon, complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- 10.2.7 to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the Chargor's name and, for that purpose, to enter into covenants and other contractual obligations in the Chargor's name and so as to bind it;
- 10.2.8 to take any such proceedings in the Chargor's name as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- 10.2.9 to exercise any voting rights attached to any of the Security Assets;
- 10.2.10 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- 10.2.11 to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct);
- 10.2.12 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ any firm, partner, company or other entity with which he is associated);
- 10.2.13 to form one or more Subsidiaries of a Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;
- 10.2.14 to operate any rent review clause in respect of any Property in respect of which he was appointed and to apply for any new or extended lease; and

10.2.15 to:

- (a) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
- (b) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
- (c) use the Chargor's name for any of the above purposes.

10.3 Limitation

The Lender may in the instrument by which a Receiver is appointed limit the powers of the Receiver.

11. APPROPRIATION OF RECEIPTS

11.1 Application

11.1.1 Subject to Clause 11.2 (*Suspense account*), any monies received by the Lender in respect of the Security (subject to the payment of any claims having priority to the Security, but in substitution for section 109(8) of the Law of Property Act 1925) shall be applied in the following order of priority:-

- (a) in discharging the remuneration of any Receiver and all costs, charges and expenses of and incidental to his or her appointment;
- (b) in or towards payment or discharge of the Secured Liabilities; and
- (c) in payment of the surplus (if any) to the relevant Chargor or other person entitled to it.

11.1.2 The Lender may apply sums received towards the payment or discharge of the Secured Liabilities in reduction of any part of the Secured Liabilities in any order or manner as it thinks fit. The Lender may override any appropriation made by a Chargor.

11.2 Suspense account

Any monies received by the Lender or any Receiver may be placed in an interest bearing suspense or securities realised account and kept there for so long as the Lender considers prudent.

12. SET-OFF

The Lender may (but shall not be obliged to) set off any matured obligation (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to a Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

13. CURRENCY CONVERSION

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Lender's spot rate of exchange.

14. NEW ACCOUNT

If the Lender receives or is deemed to be affected by notice (whether actual or constructive) of any subsequent Security Interest affecting some or all of the Security Assets or their proceeds of sale, then the Lender may open a new account for a Chargor. If it does not do so, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, the notice. As from that time, any payment made to the Lender for that Chargor's account shall be credited (or be treated as having been credited) to the new account and shall not operate to reduce the amount for which the Security applies.

15. CUSTODY

The Lender shall be entitled to provide for the safe custody by third parties of all documents deposited with it in connection with the Security Assets and shall not be responsible for any loss or damage to such documents unless such loss or damage occurs as a result of the wilful default or gross negligence of the Lender.

16. DELEGATION AND APPOINTMENT OF ATTORNEYS

16.1 Delegation

16.1.1 The Lender may delegate to any person or persons all or any of the powers, authorities and discretions which are exercisable under this Deed. A delegation may be made in any manner (including by power of attorney) in and on any terms (including power to sub-delegate) which the Lender thinks fit.

16.1.2 The Lender shall not be liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates.

16.2 Attorneys

16.2.1 By way of security, each Chargor irrevocably appoints the Lender, every Receiver and every delegate or sub-delegate appointed under Clause 16.1 (*Delegation*) separately to be its attorney on its behalf, in its name:

- (a) to execute and do any documents, acts and things which it is required to execute and do under this Deed or any other document relating to the Secured Liabilities; and
- (b) to execute and do any documents, acts and things which any attorney may deem proper or desirable in exercising any powers, authorities and discretions conferred by this Deed any documents relating to the Secured Liabilities or by law on the Lender or any Receiver.

16.2.2 Each Chargor ratifies and confirms anything which any of its attorneys does in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 16.2 (*Attorneys*).

17. REDEMPTION OF PRIOR SECURITY INTERESTS

17.1 Redemption

The Lender may at any time redeem, or procure the transfer to it of, any prior Security Interest over any Security Assets at the relevant Chargor's cost.

17.2 Costs of redemption

All principal monies, interest, costs, charges and expenses incurred in and incidental to any redemption or transfer under Clause 17.1 (*Redemption*) shall be paid by the relevant Chargor on

demand, in each case together with interest calculated and in the manner referred to in Clause 21 (*Indemnities*).

18. RELEASES

18.1 Releases conditional

18.1.1 Any release, settlement, discharge, re-assignment or arrangement in respect of the Security (in this Clause 18, a "**release**") made by the Lender on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency.

18.1.2 If any avoidance, reduction, or clawback occurs or any order is made as referred to in Clause 18.1, then the release shall have no effect and shall not prejudice the Lender's right to enforce the Security in respect of the Secured Liabilities. As between the Chargors and the Lender, the Security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Lender as security for the Secured Liabilities.

18.2 Retention

18.2.1 If and for so long as any assurance, security or payment as is mentioned in Clause 18.1 (*Releases conditional*) remains in the reasonable opinion of the Lender susceptible of being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency, the Lender may in its absolute discretion retain all or part of the Security and other rights under this Deed as security for the Secured Liabilities after they have been paid and discharged in full until the expiry of the Retention Period in relation to that release.

18.2.2 If, at any time while all or part of the Lender's rights under this Deed are so retained after the expiry of the Retention Period:

- (a) an application is made to a competent court for a winding-up order to be made in respect of a Chargor;
- (b) steps are taken to wind a Chargor up;
- (c) an application is made to a competent court for an administration order to be made in respect of a Chargor;
- (d) a notice of intention to appoint an administrator to a Chargor is filed at court; or
- (e) the appointment of an administrator to a Chargor takes effect,

then the Lender may continue to retain all or part of its rights under this Deed for any further period as the Lender may determine in its absolute discretion.

For the purposes of this Clause 18.2.2, "**Retention Period**" means in relation to any release, the period which commences on the date the release was made or effected and which ends on the date falling one month after the expiration of the maximum period which that release can be avoided, reduced or invalidated by virtue of any applicable law.

19. CONTINUING SECURITY

19.1 Continuing security

The Security is continuing security and shall secure the ultimate balance of the Secured Liabilities, notwithstanding:

19.1.1 intermediate payment or discharge of the whole or part of the Secured Liabilities;

- 19.1.2 a Chargor's liquidation or other incapacity or any change in its constitution, name or style;
- 19.1.3 any change in the Lender's constitution, name or style, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person; or
- 19.1.4 any other event, matter or thing.

19.2 Additional to other rights

The Security is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by) any other remedy, guarantee, indemnity, Security Interest or other right which may be or have been created (by a Chargor or otherwise) in favour of the Lender. Accordingly, a Chargor's liability under this Deed shall not be prejudiced or affected by, and this Deed may be enforced notwithstanding:

- 19.2.1 the existence or invalidity of all or any of those rights; or
- 19.2.2 at any time, the Lender exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of those rights.

20. THIRD PARTY PROTECTION

No purchaser, mortgagee or other person dealing with the Lender or a Receiver shall be concerned:

- 20.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged;
- 20.2 whether the power which the Lender or Receiver is purporting to exercise has become exercisable; or
- 20.3 to see to the application of any money paid to the Lender or to a Receiver.

21. INDEMNITIES

Each Chargor agrees to fully indemnify the Lender and any Receiver (and in the case of legal costs and expenses on a solicitor and own client basis) on demand against all liabilities, losses, claims, actions, damages, costs and expenses incurred by, made or brought against the Lender or Receiver (or any manager or agent appointed by the Lender or Receiver):

- 21.1 as a result of that Chargor's failure to perform any of its obligations under this Deed;
- 21.2 in the exercise (or purported exercise) of any of the powers or other rights conferred by this Deed;
- 21.3 in respect of any costs, charges or expenses incurred in connection with Clause 13 (*Currency conversion*);
- 21.4 in respect of the redemption of any prior Security Interest over any Security Asset under Clause 17 (*Redemption of prior security interests*);
- 21.5 as a result of that Chargor's breach of any current or other obligation or matter relating to the Property; or
- 21.6 in respect of any other matter or thing done or omitted relating to the Security Assets,

together in each case with interest at the Interest Rate calculated on a daily basis from the date it is incurred or becomes payable to the Lender or the Receiver until the date of payment, whether before or after any judgment.

22. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by the Lender specifying the amount of the Secured Liabilities is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

23. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

24. REMEDIES AND WAIVERS

No failure to exercise nor any delay in exercising any right or remedy under this Deed against any Chargor shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

25. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if each Chargor and the Lender agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

26. TRANSFER AND CONFIDENTIALITY

26.1 Transfer

26.1.1 The Lender may assign and/or transfer its rights and obligations under this Deed.

26.1.2 No Chargor shall assign any of its rights or transfer any of its obligations under this Deed.

26.2 Confidentiality

The Lender may disclose to:

26.2.1 any transferee or potential transferee;

26.2.2 any assignee or potential assignee;

26.2.3 any person with (or through) whom it enters into (or may potentially enter into) whether directly or indirectly, any sub-participation in relation to or including the Secured Liabilities;

26.2.4 any ratings agency;

26.2.5 any of its officers, directors, employees, professional advisers, auditors, partners and representatives of the persons referred to in Clauses 26.2.1 to 26.2.4; and

26.2.6 any person to whom information is required or requested to be disclosed by any governmental banking taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation,

such confidential information as the Lender shall consider appropriate in respect of the Borrower, the Secured Liabilities and the Security Interests created or intended to be created by or pursuant to this

Deed if any person to whom such confidential information is to be given is informed in writing of its confidential nature.

27. COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any party may enter into this Deed by executing a counterpart.

28. NOTICES

28.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing in the English language and, unless otherwise stated, must be made by letter.

28.2 Addresses

The Lender may deliver any communication, document or notice to a Chargor relating to this Deed to its registered office, to any address to which a notice under any facility relating to the Secured Liabilities might be sent or any additional address the relevant Chargor may notify to the Lender by not less than five business days' notice.

28.3 Delivery

28.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or five business days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address.

28.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

29. PARALLEL SECURITY DOCUMENTS

The Chargor may at any time enter into a Parallel Security Document. Entry into and performance of the terms of a Parallel Security Document shall not breach any term of this Deed.

30. GOVERNING LAW

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

31. ENFORCEMENT

31.1 Jurisdiction

31.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including disputes regarding the existence, validity or termination of this Deed, the Security Interests intended to be created by it or any non-contractual obligations arising out of or in connection with it) (a "**Dispute**").

31.1.2 The Lender and each Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither the Lender nor a Chargor will argue to the contrary.

31.1.3 This Clause 31.1 is for the benefit of the Lender only. The Lender may take 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.

IN WITNESS whereof each Chargor has executed this Deed as a deed the year and date appearing on the first page of it

SCHEDULE 1
THE CHARGORS

Name of Chargor	Jurisdiction	Registered number (or equivalent, if any)	Registered Address
Nimax LLP	England and Wales	OC313905	11 Maiden Lane, London, WC2E 7NA
Nimax Theatres Limited	England and Wales	05493237	11 Maiden Lane, London, WC2E 7NA
Vaudeville Theatre	England and Wales	00700500	11 Maiden Lane, London, WC2E 7NA
Palace Theatre London Limited	England and Wales	1724610	11 Maiden Lane, London, WC2E 7NA

EXECUTION PAGE

THE CHARGORS

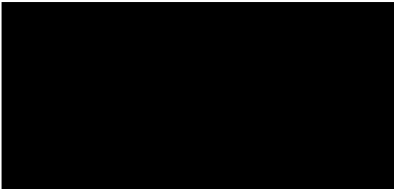
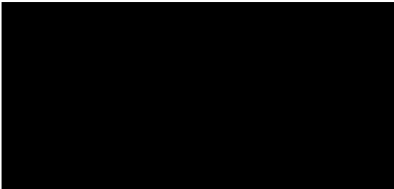
Executed as a deed by)
NIMAX LLP)
Nica Burns)
.....)
on being signed by a Designated Member) Designated Member
in the presence of:

Name of witness: Marc Hutchinson
.....
Signature:
Address:
.....
Occupation: solicitor
.....



Executed as a deed by)
NIMAX THEATRES LIMITED)
Nica Burns)
.....)
in the presence of:) Director

Name of witness: Marc Hutchinson
.....
Signature:
Address:
.....
Occupation: solicitor
.....

Executed as a deed by)
VAUDEVILLE THEATRE)
..... **Nica Burns**)
in the presence of:) Director

Name of witness: Marc Hutchinson
Signature: 
Address: 
.....
Occupation: Solicitor
.....

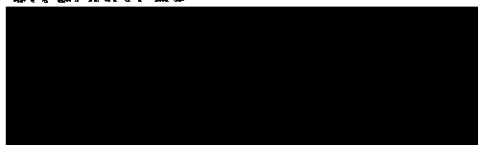
Executed as a deed by)
PALACE THEATRE LONDON LIMITED)
..... **Nica Burns**)
in the presence of:) Director

Name of witness: Marc Hutchinson
Signature: .. 
Address: .. 
.....
Occupation: Solicitor
.....

THE LENDER

HSBC UK BANK PLC

By:



Communications to the Lender are to be delivered to:

Address: Level 6, 71 Queen Victoria Street, London, EC4V 4AY

For the attention of: James Protheroe, Relationship Director, London Corporate Banking