



**Registration of a Charge**

Company Name: **EALING STUDIOS OPERATIONS LIMITED**

Company Number: **03902482**



Received for filing in Electronic Format on the: **15/11/2023**

XCGDLVOY

**Details of Charge**

Date of creation: **09/11/2023**

Charge code: **0390 2482 0010**

Persons entitled: **BARCLAYS BANK PLC (AS SECURITY AGENT)**

Brief description: **FOR DETAILS PLEASE OF ASSIGNED CONTRACTS AND INSURANCE  
PLEASE REFER TO SCHEDULE 1 AND SCHEDULE 2 OF THE  
INSTRUMENT.**

**Contains fixed charge(s).**

**Contains floating 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: **DANIEL COOKE**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3902482

Charge code: 0390 2482 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th November 2023 and created by EALING STUDIOS OPERATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th November 2023 .

Given at Companies House, Cardiff on 15th November 2023

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**

AGREED

**DATED** 9 November 2023

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**(1) EALING STUDIOS OPERATIONS LIMITED**  
**(as Chargor)**

**(2) BARCLAYS BANK PLC**  
**(as Security Agent)**

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**SUPPLEMENTAL DEBENTURE**

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**THIS DEED** is made on

9 November 2023

**BETWEEN:-**

- (1) **EALING STUDIOS OPERATIONS LIMITED** a company incorporated in England and Wales with registered number 03902482 whose registered office is at One, Berkeley Street, London, W1J 8DJ (the "**Chargor**"); and
- (2) **BARCLAYS BANK PLC** as agent and trustee for itself and each of the Secured Parties (the "**Security Agent**").

**INTRODUCTION**

- (A) The Secured Parties (as such term is defined in the Facility Agreement (as defined below)) have agreed to amend the Facility Agreement.
- (B) The Chargor has agreed to enter into this Deed as security that is supplemental to the Debentures (as defined below).

**IT IS AGREED** as follows:-

**1. INTERPRETATION**

**1.1 Definitions**

Words and expressions defined or whose interpretation is provided for in the Debenture have the same meanings in this Deed and in addition in this Deed:-

<b>"2013 Debenture"</b>	means the debenture dated 30 September 2013 made between the Parties
<b>"2022 Debenture"</b>	means the debenture dated 15 March 2022 made between the Parties
<b>"Debentures"</b>	means the 2013 Debenture and the 2022 Debenture
<b>"Facility Agreement"</b>	means the facility agreement originally dated 30 September 2013, as amended and restated on 3 March 2017, 19 December 2017, 16 April 2019 and 15 March 2022 and as amended on 22 December 2020, 1 April 2021, 30 June 2021, 16 September 2021, 30 September 2021, 29 October 2021 and 19 January 2022 and as further amended on or around the date of this Deed between, among others, the Chargor, Facility Agent and the Security Agent
<b>"Further Assigned Contracts"</b>	means any agreement specified in Schedule 1 ( <i>Further Specific Contracts</i> ) and any other agreement designated as a Further Assigned Contract by the Chargor and the Security Agent
<b>"Further Insurances"</b>	means the insurances described in Schedule 2 ( <i>Further Insurances</i> ) together with any contracts and policies of insurance or assurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to third parties and any directors' and officers' liability insurance
<b>"Parties"</b>	means the parties to this Deed

## 1.2 **Interpretation**

The principles of interpretation set out in clause 1.3 (*Interpretation*) of the 2022 Debenture apply to this Deed insofar as they are relevant to it.

## 1.3 **Acknowledgement**

The Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Secured Parties who shall be entitled to the full benefit of this Deed.

## 1.4 **Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

## 1.5 **Third party rights**

The provisions of clause 1.7 (*Third party rights*) of the 2022 Debenture apply to this Deed as they apply to the 2022 Debenture.

## 2. **CREATION OF SECURITY**

### 2.1 **Assignment**

2.1.1 As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns absolutely in favour of the Security Agent, subject to the right of redemption on payment and discharge of the Secured Liabilities, all its right, title and interest from time to time in and to:-

(a) the Further Assigned Contracts; and

(b) the Further Insurances,

together with all Related Rights.

2.1.2 The Chargor may until the occurrence of an Event of Default which is continuing exercise all its rights assigned under this Clause 2.1 (*Assignment*) upon and subject to the terms of the Secured Finance Documents.

## 3. **DEBENTURES**

For the purposes of this Deed and the Debentures and with effect from the date of this Deed, the property and assets of the Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Charged Property and references in the Debentures to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

## 4. **FURTHER ASSURANCE**

### 4.1 **Further assurance and delivery of documents**

Clauses 6.1 (*Further assurance*) and 6.2 (*Negative pledge*) of the 2022 Debenture apply to this Deed as if the references in those clauses to the Debenture were references to this Deed.

## 5. **NOTICE OF ASSIGNMENT**

5.1 In respect of each Further Assigned Contract entered into on or prior to the date of this Deed, the Chargor shall on the date of this Deed deliver to the Security Agent (or procure delivery of) a notice

substantially in the form set out in schedule 9 (*Form of notice of assignment of Assigned Contract*) to the 2022 Debenture. The Security Agent agrees that such notices in respect of the Further Assigned Contracts shall not be required to be delivered to the relevant counterparty unless requested by the Security Agent following an Event of Default that is continuing.

- 5.2 In respect of the Further Insurances in place as at the date of this Deed, the Chargor shall within three Business Days of the date of this Deed issue a notice in the form set out in schedule 6 (*Form of notice of assignment of Insurance*) to the 2022 Debenture addressed to the relevant insurer.
- 5.3 If the Chargor enters into any Further Insurances after the date of this Deed or any other insurance is designated as a Further Insurance by the Security Agent and the Chargor, the Chargor shall within five Business Days of such entry into or designation of such insurance, issue a notice in the form set out in schedule 6 (*Form of notice of assignment of Insurance*) to the 2022 Debenture addressed to the relevant insurer.

## 6. **EFFECT ON DEBENTURE**

The Debentures shall continue in full force and effect as supplemented by this Deed.

## 7. **FURTHER PROVISIONS**

The provisions of clause 32 (*Notices*) of the Facility Agreement and clauses 24.3 (*Counterparts*), 25 (*Governing law*) and 26 (*Enforcement*) of the 2022 Debenture apply to this Deed as they apply to the 2022 Debenture.

**EXECUTED AND DELIVERED AS A DEED** by the Chargor and executed by the Security Agent on the date set out at the beginning of this Deed.

**SCHEDULE 1****FURTHER ASSIGNED CONTRACTS**

<b><u>Document</u></b>	<b><u>Parties</u></b>	<b><u>Date</u></b>
LV Building Contract	(1) Ealing Studios Operations Limited; and (2) Manstal Limited	22 September 2023
Demolition Building Contract	(1) Ealing Studios Operations Limited; and (2) Bibbegan Demolition And Strip Out Ltd.	8 September 2023
Pre-Construction Services Agreement	(1) Ealing Studios Operations Limited; and (2) Glencar Construction Ltd.	25 October 2023
Building Contract	(1) Ealing Studios Operations Limited; and (2) Glencar Construction Ltd.	<del>3 November 2023</del> 9 November 2023
Parent Company Guarantee	(1) Ealing Studios Operations Limited; and (2) Glencar Construction Ltd. (3) Glencar Construction (Holdings) Ltd	<del>3 November 2023</del> 9 November 2023
Quantity Surveyor and Employer's Agent Appointment	(1) Ealing Studios Operations Limited; and (2) Christopher Smith Associates LLP	<del>3 November 2023</del> 9 November 2023
Building Services and Sustainability Consultant Appointment	(1) Ealing Studios Operations Limited; and (2) Flatt Consulting Limited	<del>3 November 2023</del> 9 November 2023
Structural Engineer Collateral Warranty	(1) Ealing Studios Operations Limited; (2) Glencar Construction Ltd; and (3) Morph Structures Ltd.	<del>3 November 2023</del> 9 November 2023
Architect and Lead Designer, CDM Principal Designer, Heritage, Landscape Design and Interior Design Collateral Warranty	(1) Ealing Studios Operations Limited; (2) Glencar Construction Ltd; and (3) Create Design Limited.	<del>3 November 2023</del> 9 November 2023
Development Manager Appointment	(1) Ealing Studios Operations Limited; and (2) Pella Real Estate Partners Ltd	<del>3 November 2023</del> 9 November 2023
Transport Consultant Appointment	(1) Ealing Studios Operations Limited; and (2) Caneparo Associates Limited.	<del>3 November 2023</del> 9 November 2023
Fire Consultant Appointment	(1) Ealing Studios Operations Limited; and (2) The Fire Surgery Limited	<del>3 November 2023</del> 9 November 2023
Acoustic Consultant	(1) Ealing Studios	<del>3 November 2023</del> 9 November 2023



Appointment		Operations Limited; and (2) Hoare Lea LLP.	
Planning Appointment	Consultant	(1) Ealing Studios Operations Limited; and (2) DP9 Limited.	<del>3 November 2023</del> On or about the date of this Deed.

**SCHEDULE 2**  
**FURTHER INSURANCES**

<b>Insurer</b>	<b>Policy Type</b>	<b>Policy Number</b>
Zurich Insurance Company Ltd	Rights to Light Policy (Development and Change of Use)	GY166524

## CHARGOR

**EXECUTED as a Deed**  
**by EALING STUDIOS OPERATIONS LIMITED**

acting by Nicholas Chadwick, a Director,:-

)  
)  
)  
)  
)

Director

in the presence of:-

Signature of witness:

Name of witness: Pedram Tamkinfard

Address:

Occupation: Asset Manager

**SECURITY AGENT**

**SIGNED** for and on behalf of  
**BARCLAYS BANK PLC**

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