



Registration of a Charge

Company Name: **AURORA CINEMA LIMITED**

Company Number: **04779767**



XBWCVLV5

Received for filing in Electronic Format on the: **31/01/2023**

Details of Charge

Date of creation: **26/01/2023**

Charge code: **0477 9767 0021**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED (AS THE SECURITY AGENT)**

Brief description:

Contains fixed charge(s).

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: **LATHAM & WATKINS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4779767

Charge code: 0477 9767 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2023 and created by AURORA CINEMA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2023 .

Given at Companies House, Cardiff on 1st February 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

26 January 2023

Aurora Cinema Limited
(as the Supplemental Chargor)

and


Wilmington Trust (London) Limited
(as the Security Agent)

**SUPPLEMENTAL DEBENTURE IN RELATION
TO THE DEBENTURE DATED 30 SEPTEMBER
2019, THE SUPPLEMENTAL DEBENTURE
DATED 11 DECEMBER 2020 AND THE
SUPPLEMENTAL DEBENTURE DATED 14
SEPTEMBER 2022**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature: 
Name: Josephine Levy
Title: Trainee Solicitor
Date: 31/01/2023

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THIS SUPPLEMENTAL DEBENTURE (this “**Deed**”) is made on 26 January 2023

BETWEEN:

- (1) **AURORA CINEMA LIMITED**, a private limited company incorporated in England and Wales with registered number 04779767 (the “**Supplemental Chargor**”); and
- (2) **WILMINGTON TRUST (LONDON) LIMITED**, as the security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITALS:

- (A) This Deed is supplemental to a debenture dated 30 September 2019 (the “**Debenture**”), the supplemental debenture dated 11 December 2020 and the supplemental debenture dated 14 December 2022 (together, the “**Supplemental Debentures**”) each between the Supplemental Chargor and the Security Agent.
- (B) This Deed is subject to, and has the benefit of, the Intercreditor Agreement.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Deed, terms defined in the Debenture as amended and/or supplemented from time to time shall have the same meaning when used in this Deed.

“**ICA Amendment and Restatement Agreement**” means the amendment and restatement agreement to the Intercreditor Agreement dated on or about the date hereof and entered into between, among others, the Supplemental Chargor and the Security Agent.

“**Intercreditor Agreement**” means the intercreditor agreement originally dated 21 June 2019 (as amended and/or amended and restated from time to time, including by the ICA Amendment and Restatement Agreement) originally entered into between, among others, Vue International Bidco PLC as Company, Vue International Midco Limited as Parent, Original Subordinated Creditor and Original Third Party Security Provider, J.P. Morgan Europe Limited as Senior Agent, Global Loan Agency Services Limited as Original Second Lien Notes Agent, the Senior Lenders and the Senior Arrangers listed therein.

“**New Money Facility Agreement**” means the senior facility agreement originally dated 14 September 2022 between, among others, Vue International Bidco PLC as Company and Original Guarantor, Vue Entertainment International Limited as Borrower and Original Guarantor, the companies listed therein as Original Guarantors, the financial institutions listed therein as Original Lenders, Global Loan Agency Services Limited as Agent and the Security Agent.

“**NMFA Amendment and Restatement Agreement**” means the amendment and restatement agreement to the New Money Facility Agreement dated on or about the date hereof and entered into between, among others, the Supplemental Chargor and the Security Agent.

“**Restated Senior Facilities Agreement**” means the New Money Facility Agreement as amended pursuant to the NMFA Amendment and Restatement Agreement.

1.2 Construction

- (a) The provisions of clauses 1.2 (*Interpretation*) to 1.6 (*Intercreditor Agreement*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Deed.
- (b) This Deed is subject to the Intercreditor Agreement. In the event of any inconsistency between this Deed and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to Pay

The Supplemental Chargor as primary obligor hereby covenants with the Security Agent as security agent for the Secured Parties that it shall on demand of the Security Agent discharge all of its Secured Obligations **provided that** neither such covenant nor the security constituted by this Deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.2 Interest on Demands

If the Supplemental Chargor fails to pay any sum on the due date for payment of that sum the Supplemental Chargor shall pay interest on any such sum from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of the Secured Debt Documents.

3. CHARGING PROVISIONS

3.1 Legal Mortgage

The Supplemental Chargor hereby charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties as continuing security for the payment and discharge of its Secured Obligations by way of legal mortgage all estates or interests in all leasehold properties situated in England and owned by the Supplemental Chargor and listed in Schedule 3 (*Charged Properties*).

3.2 Fixed Charges

Subject to Clause 3.5 (*Restricted Assets*), the Supplemental Chargor hereby charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties as continuing security for the payment and discharge of its Secured Obligations, by way of fixed charge all of the Supplemental Chargor’s right, title and interest from time to time in and to each of the following assets (both present and future):

- (a) all other interests (not effectively charged under Clause 3.1 (*Legal Mortgage*)) in any Property and all other Property Related Rights;
- (b) all of its rights, title and interest in the Intellectual Property;
- (c) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;

- (d) its Accounts and all corresponding Related Rights;
- (e) its Investments, Shares and all corresponding Related Rights;
- (f) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (g) if not effectively charged by Clause 3.3 (*Assignments*), all its rights, title and interest in (and proceeds and claims under) the Insurance Policies and the Specific Intra-Group Loan Agreements;
- (h) all of its goodwill and uncalled capital; and
- (i) all of its Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed and all corresponding Related Rights,

including, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by the Supplemental Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset (provided that no fixed charge shall be created under this Clause 3.2 over any asset of the Supplemental Chargor that is located in Scotland or governed by or subject to Scots law).

3.3 Assignments

Subject to Clause 3.5 (*Restricted Assets*), the Supplemental Chargor hereby assigns with full title guarantee in favour of the Security Agent as security agent for the Secured Parties as continuing security for the payment and discharge of its Secured Obligations all the Supplemental Chargor's right, title and interest from time to time in and to:

- (a) each of the Specific Intra-Group Loan Agreements; and
- (b) the proceeds of any Insurance Policy and all Related Rights.

3.4 Floating Charge

- (a) Subject to Clause 3.5 (*Restricted Assets*), the Supplemental Chargor hereby charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties as continuing security by way of floating charge (a) all present and future assets and undertaking of the Supplemental Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security (including assignment) created under a Secured Debt Document in favour of the Security Agent as security for its Secured Obligations, and (b) all of its present and future business, undertaking and assets located in Scotland or otherwise governed by Scots law.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.4 (*Floating Charge*).

3.5 Restricted Assets

Notwithstanding anything to the contrary in this Deed, any Restricted Asset shall be excluded from the fixed charge created under Clause 3.2 (*Fixed Charges*), the assignment created under Clause 3.3 (*Assignments*) and the floating charge created under Clause 3.4 (*Floating Charge*) **provided that** any Restricted Asset shall only be excluded from such clauses to the extent that, and for so long as, the relevant circumstances set out in the definition of a “Restricted Asset” apply.

4. NEGATIVE PLEDGE

The Supplemental Chargor undertakes that it shall not, at any time during the subsistence of this Deed, create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property other than Security or Quasi-Security permitted or not prohibited pursuant to the Secured Debt Documents or otherwise with the prior consent of the Security Agent (acting on the instructions of the Instructing Group).

5. INCORPORATION OF TERMS FROM DEBENTURE

- (a) Subject to Clauses 5(c) and 5(d), the provisions of clause 4 (*Crystallisation of Floating Charge*) to clause 7 (*Implied Covenants of Title*) and clause 9 (*Representation and Warranties*) to clause 25 (*Changes to the Parties*) of the Debenture shall be deemed to be incorporated into this Deed *mutatis mutandis* and in particular, but without limitation, as if references in those clauses to:
- (i) “Senior Facilities Agreement” (or a definition which incorporates such definition) was a reference to each Senior Facilities Agreement as defined under the Intercreditor Agreement;
 - (ii) “this Debenture” or “this Deed” and other similar expressions were a reference to this Deed;
 - (iii) an “assignment” under clause 3.3 of the Debenture was a reference to the charge created by Clause 3.3 (*Assignments*) of this Deed;
 - (iv) “Chargor” was a reference to the Supplemental Chargor under this Deed;
 - (v) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed;
 - (vi) “first fixed charge” in clause 5.5.1 of the Debenture was a reference to “fixed charge”;
 - (vii) in clause 9.2 (*Representations and Warranties – Shares*) of the Debenture, “the Shares identified against its name in Schedule 2 (*Shares*)” were references to “the Shares (including those identified against its name in Schedule 2 (*Shares*))” of this Deed; and
 - (viii) in the definition of “Account” in the Debenture, “any account opened or maintained in England and Wales by the Chargor with any financial institution” was a reference to “any account opened or maintained in England and Wales by any Chargor with any financial institution (including but not limited to the accounts, if any, specified in Schedule 3 (*Accounts*))”.

For the purposes of this Deed:

- (i) in the definition of “Account” in the Debenture (as incorporated by reference into this Deed), the phrase “Schedule 3 (*Accounts*)” shall be construed as a reference to Schedule 6 (*Accounts*) of this Deed
 - (ii) in the definition of “Insurance Policies” in the Debenture, the phrase “Schedule 6 (*Insurance Policies*)” shall be construed as a reference to Schedule 5 (*Insurance Policies*) of this Deed;
 - (iii) in the definition of “Intellectual Property” in the Debenture, the phrase “Schedule 5 (*Intellectual Property*)” shall be construed as references to Schedule 4 (*Intellectual Property*) of this Deed;
 - (iv) in the definition of “Property” in the Debenture, the phrase “Schedule 4 (*Charged Properties*)” shall be construed as references to Schedule 3 (*Charged Properties*) of this Deed;
 - (v) in the definition of “Shares” in the Debenture, the phrase “Schedule 2 (*Shares*)” shall be construed as a reference to Schedule 2 (*Shares and Investments*) of this Deed; and
 - (vi) in the definition of “Specific Intra-Group Loan Agreements” in the Debenture, the phrase “Schedule 1 (*Specific Intra-Group Loan Agreements*)” shall be construed as a reference to Schedule 1 (*Specific Intra-Group Loan Agreements*) of this Deed.
- (b) The representations and warranties made in clause 9 of the Debenture and incorporated by reference into this Deed shall be made on the date hereof and on the Effective Time (as defined in the NMFA Amendment and Restatement Agreement) (and, in the case of Clause 9.2 (*Representations and Warranties – Shares*) of the Debenture (as incorporated by reference into this Deed) only, also on the date that any Shares become subject to this Deed and the Debenture after the date of this Deed) by reference to the facts and circumstances on that date.
- (c) For the avoidance of doubt, the provision (at any time) of any documents by the Supplemental Chargor pursuant to and in accordance with clause 5.3 (*Real Property: Delivery of Documents of Title*), 5.7 (*Insurance: Documents of Title*) and clause 10.1 (*Shares: Delivery of Documents of Title*) of the Debenture or the Supplemental Debentures shall discharge the obligation to provide the same documents under this Deed.
- (d) For the avoidance of doubt, the obligations under clauses 5.4 (*Note of Mortgage*) and 5.5 (*Application to the Land Registry*) of the Debenture or the Supplemental Debentures will only be deemed applicable to this Deed to the extent they have not already been satisfied under the Debenture or the Supplemental Debentures.
- (e) Notwithstanding any provisions of the Debenture and the Supplemental Debentures, if the exercise of rights by the Security Agent under clause 10.3 (*After an Enforcement Event*) of the Debenture (including as such clause is incorporated into the Supplemental Debentures and this Deed) gives rise to a notifiable acquisition under section 6 of the National Security and Investment Act 2021 (“NSIA”), the Security Agent shall not be entitled to exercise those rights until it has received the necessary approvals under section 13(2) of the NSIA, and the exercise of those rights will not breach the terms of a final order, if any, made under

section 26(3) of the NSIA. For the avoidance of doubt, this paragraph (e) is for the benefit of the Security Agent only and the Security Agent shall be entitled to exercise rights under clause 10.3 (*After an Enforcement Event*) of the Debenture (including as such clause is incorporated into the Supplemental Debentures and this Deed) without obtaining any approvals under the NSIA, if it determines that it is not necessary or advisable to obtain the same.

6. ADDITIONAL SECURITY

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any assets charged under this Deed will merge into this Security.

7. FINANCE DOCUMENT

This Deed is a Finance Document (in accordance with the definition thereof in the Restated Senior Facilities Agreement).

8. FAILURE TO EXECUTE

Failure by one or more parties (“Non-Signatories”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

9. GOVERNING LAW

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

10. JURISDICTION

10.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a “Dispute”) arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Deed.

10.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

IN WITNESS whereof this Deed has been duly executed as a deed on the date first above written.

SCHEDULE 1
SPECIFIC INTRA-GROUP LOAN AGREEMENTS

None

SCHEDULE 2

SHARES AND INVESTMENTS

| Name | Name of company issuing shares | Issued Share Capital | Description and Number of Shares Held |
|--------------------------|---|-----------------------------|---|
| Aurora Cinema Limited | Ster Century (UK) Limited | 95% | 23,554,052 ordinary shares, each of £1.00 nominal value |

**SCHEDULE 3
CHARGED PROPERTIES**

LEASEHOLD LAND TO BE MORTGAGED UNDER CLAUSE 3.1 OF THIS DEED

None

SCHEDULE 4
INTELLECTUAL PROPERTY

None

SCHEDULE 5
INSURANCE POLICIES

None

SCHEDULE 6
ACCOUNTS

None

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

AURORA CINEMA LIMITED acting by:

STEPHEN KNIBBS
as Director: REDACTED

Witness: REDACTED

Name: MICHAEL WEATHERSTON REDACTED
Address: REDACTED REDACTED
Occupation: SOLICITOR

Notice Details

Address: R REDACTED

Telephone number: REDACTED

Email: REDACTED REDACTED

Attention: GENERAL COUNSEL AND CFO

THE SECURITY AGENT

EXECUTED as a DEED by

WILMINGTON TRUST (LONDON) LIMITED acting by:

REDACTED

as Authorised Signatory: _____

REDACTED

Lisa Mariconda
Relationship Manager

Witness: _____

Name: _____ **Semita Abeysekera**

Address: _____ **Vice President**

Occupation: _____ **Wilmington Trust (London) Limited**
Third Floor
1 King's Arms Yard
London
EC2R 7AF

Notice Details

Address: **Wilmington Trust (London) Limited, Third Floor, 1 King's Arms Yard, London, EC2R 7AF**

Telephone number: **+44 74 25 330 919**

Email: **SABEYSEKERA@WilmingtonTrust.com**

Attention: **Semita Abeysekera**