



**Registration of a Charge**

Company Name: **SECRET GROUP LIMITED**

Company Number: **05071764**



XBGXHJX7

Received for filing in Electronic Format on the: **16/11/2022**

**Details of Charge**

Date of creation: **15/11/2022**

Charge code: **0507 1764 0007**

Persons entitled: **BAIN CAPITAL CREDIT, LP**

Brief description: **REGISTERED TRADEMARKS FOR SECRET GROUP LIMITED AS DESCRIBED IN SCHEDULE 4 OF THE INSTRUMENT. FOR FULL DETAILS, PLEASE REFER TO THE INSTRUMENT.**

**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:

**SAMANTHA BOWLEY**



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

Company number: 5071764

Charge code: 0507 1764 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2022 and created by SECRET GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2022 .

Given at Companies House, Cardiff on 18th November 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

**THIS SECURITY ACCESSION DEED** is made on 15 November 2022

**BETWEEN:**

- (1) **SECRET GROUP LIMITED**, a company incorporated in England and Wales with registered number 05071764;
- (2) **REBEL X LIMITED**, a company incorporated in England and Wales with registered number 09474610 (together with Secret Group Limited as the "**New Chargors**"); and
- (3) **BAIN CAPITAL CREDIT, LP**, as security agent for itself and the other Secured Parties (the "**Security Agent**").

**RECITAL:**

This deed is supplemental to a Debenture originally dated 11 December 2020 between, amongst others, the Chargor(s) named therein and the Security Agent, as previously supplemented and amended by a first supplemental debenture dated 16 December 2021 and a second supplemental debenture dated 22 September 2022 (the "**Debenture**").

Now **this deed witnesses** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Terms defined in the Debenture shall have the same meaning when used in this deed.

**1.2 Construction**

Clauses 1.2 (*Construction*) to 1.8 (*Miscellaneous*) 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 were references to this deed.

**2. ACCESSION OF NEW CHARGORS**

**2.1 Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

**2.2 Covenant to pay**

Each New Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay and discharge the Secured Obligations from time to time when they fall due in accordance with the Loan Documents.

**2.3 Fixed Security**

- (a) Subject to Clause 3.5 (*Property Restricting Charging*) of the Debenture, each New Chargor, as continuing security for the payment of the Secured

Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has a right, title or an interest:

- (i) by way of first legal mortgage, all Material Property together with all buildings and fixtures on that Material Property; and
- (ii) by way of first fixed charge:
  - (A) all other interests, rights and title from time to time (not effectively charged under Clause 2.3(a)(i) above) in any Material Property whether such interests are freehold or licenses) together with all buildings and fixtures on such property and the benefit of all other agreements relating to land;
  - (B) all of its Shares, Investments and all corresponding Related Share Rights;
  - (C) all its right, title and interest from time to time in and to all of its Intellectual Property and all corresponding Related Rights;
  - (D) all of its Tangible Moveable Property and all corresponding Related Rights;
  - (E) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights;
  - (F) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables
  - (G) all monies standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, building society financial institution or other person and all of its rights, title and interest in relation to those Bank Accounts;
  - (H) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets and all corresponding Related Rights;
  - (I) all its right, title and interest from time to time in and to its goodwill and rights in relation to the uncalled capital and all corresponding Related Rights; and
  - (J) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights and interests in (and claims under) the Intercompany Receivables, the Assigned Agreements and all corresponding Related Rights.

- (b) Notwithstanding anything to the contrary contained herein, the Security granted under this Clause 2.3 (*Fixed Security*) shall not extend to any Excluded Property.

## 2.4 Floating Charge

- (a) Subject to Clause 3.5(b) (*Property Restricting Charging*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future:
  - (i) assets, undertakings (wherever located) and rights not otherwise effectively charged by way of fixed charge under Clause 3.1 (*Fixed Security*), assigned under Clause 3.2 (*Assignment*) or any other provision of this Debenture Clause 2.3 (*Fixed Security*) or assigned under Clause 2.5 (*Security Assignment*) or any other provision of this deed;
  - (ii) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed and the Debenture and the Security Agent may at any time after an Event of Default which is continuing (in accordance with the Term Loan Agreement and subject to any applicable grace periods noted therein) appoint an administrator of the Chargor pursuant to that paragraph.
- (c) The floating charge created by the Chargor pursuant to this Clause 2.4 (*Floating Charge*) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (d) In relation to any assets of a Chargor which is subject to the restrictions set out in Clause 3.5(b) (*Property Restricting Charging*) of the Debenture, the Borrower may at any time request in writing to the Security Agent that such asset shall be expressly excluded from the floating charge created under Clause 2.4 (*Floating Charge*) and the Security Agent shall consider such request (acting reasonably), taking into account the materiality of any such acquired asset in the Chargors's business as a whole. The Security Agent shall provide a written response as soon as reasonably practicable following receipt of such request and, only if the Security Agent agrees to such asset being excluded from the floating charge created under Clause 2.4 (*Floating Charge*), as soon as reasonably practicable undertake any action that is necessary in order to exclude the relevant asset from the floating charge created under Clause 2.4 (*Floating Charge*) in accordance with the terms of the Loan Documents.

## 2.5 Security Assignment

Subject to Clause 3.5 (*Property Restricting Charging*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each New Chargor

assigns absolutely to the Security Agent as continuing security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets:

- (a) the proceeds of any Insurance Policies and all Related Rights, provided that at all times the Chargor shall have the right to collect such proceeds and apply them in the manner contemplated in the Term Loan Agreement; and
- (b) the Assigned Agreements and the Intercompany Receivables.

3. **NEGATIVE PLEDGE**

Each New Chargor undertakes that it will not, and it will ensure that none of its Subsidiaries will, create or agree to create or permit to subsist any Security or Quasi Security on or over the whole or any part its undertaking or assets (present or future) except as permitted pursuant to the Term Loan Agreement or as otherwise agreed by the Security Agent.

4. **CONSENT OF EXISTING CHARGORS**

Each New Chargor confirms that the existing Chargors have agreed to the terms of this deed and that its execution will in no way prejudice or affect the security granted by it under (and covenants given by it in) the Debenture.

5. **CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "**this deed**" or "**this Debenture**" will be deemed to include this deed.

6. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed shall limit the right of the Secured Parties to bring any legal action against any Chargor in any other court of competent jurisdiction.

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

## Schedule 1

### Material Properties

Registered land			
Address	Registered proprietor		Title number
None at the date of this deed.			
Unregistered land			
Address	Document describing the Material Property		
	Date	Document	Parties
None at the date of this deed.			



## Schedule 2

### Shares

Name of company issuing shares	Name of holder of the shares	Number and class
Future Cinema Limited (06034763)	Secret Group Limited	1 Ordinary Share
Rebel X Limited (09474610)	Secret Group Limited	1 Ordinary Share




### Schedule 3

#### Bank Accounts

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Secret Group Limited	Barclays	██████	██████
Secret Group Limited	Barclays	██████	██████
Secret Group Limited	Barclays	██████	██████
Secret Group Limited	Barclays	██████	██████
Secret Group Limited	Barclays	██████	██████
Rebel X Limited	Barclays	██████	██████

## Schedule 4

### Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
TB151314EMA	005149927	European Union Intellectual Property Office Granted/Registered	09, 16, 25, 35, 41, 42	
TB151314GBA	UK00905149 927	United Kingdom Granted/Registered	09, 16, 25, 35, 41, 42	
TB153237GBA	UK00002498 603	United Kingdom Granted/Registered	09, 35, 41	
TB147156AUA	1485656	Australia Granted/Registered	09, 38, 41	SECRET CINEMA
TB152916CAA	TMA1,097,0 53	Canada Granted/Registered	-	SECRET CINEMA
TB156930CNA	44114684	China Granted/Registered	09, 38, 41	SECRET CINEMA
TH243315CNA	1075031	China (International Designation) Granted/Registered	38	SECRET CINEMA
TH243315CNB	1075031	China (International Designation) Granted/Registered	41	SECRET CINEMA

TH243315CNC	1075031	China (International Designation) Granted/Registered	09	SECRET CINEMA
TH243315EMA	1075031	European Union Intellectual Property Office (International Designation) Granted/Registered	09, 38, 41	SECRET CINEMA
TB774256EMA	1640976	European Union Intellectual Property Office (International Designation) Accepted	09, 41	SECRET CINEMA
TB155867HKA	304847879	Hong Kong Granted/Registered	09, 16, 25, 38, 41	SECRET CINEMA
TH243315JPA	1075031	Japan (International Designation) Granted/Registered	09, 38, 41	SECRET CINEMA
TB155867MOA	N/156933	Macao Granted/Registered	09	SECRET CINEMA
TB155867MOC	N/156935	Macao Granted/Registered	25	SECRET CINEMA
TB155867MOE	N/156937	Macao Granted/Registered	41	SECRET CINEMA
TB155867MOD	N/156936	Macao Granted/Registered	38	SECRET CINEMA
TB155867MOB	N/156934	Macao Granted/Registered	16	SECRET CINEMA

TB774256IPA	1640976	Madrid Protocol (TM) (European Union Intellectual Property Office, United States of America) Granted/Registered	09, 25, 35, 41	SECRET CINEMA
TH243315IPA	1075031	Madrid Protocol (TM) (European Union Intellectual Property Office, United States of America, China, Japan, Russian Federation) Granted/Registered	09, 38, 41	SECRET CINEMA
TH243976NZA	855863	New Zealand Granted/Registered	41	SECRET CINEMA
TB155867KRA	401620314	Republic of Korea Granted/Registered	09, 16, 25, 38, 41	SECRET CINEMA
TH243315RUA	1075031	Russian Federation (International Designation) Granted/Registered	09, 38, 41	SECRET CINEMA
TB155867TWA	02070511	Taiwan Granted/Registered	09, 25, 38	SECRET CINEMA
TH243315GBB	UK00801075031	United Kingdom Granted/Registered	09, 38, 41	SECRET CINEMA
TH243315GBA	UK00002489178	United Kingdom Granted/Registered	09, 16, 25, 38, 41	SECRET CINEMA
TB774256GBA	UK00003682727	United Kingdom Granted/Registered	09, 25, 35, 41	SECRET CINEMA
TH243315USA	1075031	United States of America (International Designation) Granted/Registered	38, 41	SECRET CINEMA

TB774256USA	1640976	United States of America (International Designation) In progress	09, 25, 41	SECRET CINEMA
TH243316GBA	UK00002499 068	United Kingdom Granted/Registered	09, 16, 25, 38, 41	SECRET CINEMA LOGO
TB156937GBA	UK00003442 484	United Kingdom Granted/Registered	09, 16, 25, 38, 41	SECRETCINEMA
TB162047GBA	UK00003682 141	United Kingdom Granted/Registered	09, 25, 38, 41	SECRET CITY
TB146623GBA	UK00003020 941	United Kingdom Granted/Registered	09, 38, 41	SECRET MUSIC
TB154254GBA	UK00003309 877	United Kingdom Granted/Registered	09, 25, 38, 41	SECRET SUMMER
TB146910GBA	UK00003025 891	United Kingdom Granted/Registered	09, 38, 41	SECRET THEATRE
TB778523GBA	UK00003614 887	United Kingdom Granted/Registered	09, 35, 38, 41	SOCIETY OF STORIES
TB154169EMA	017891898	European Union Intellectual Property Office Granted/Registered	09, 25, 38, 41	TELL NO ONE
TB146911GBA	UK00003025 898	United Kingdom Granted/Registered	09, 38, 41	TELL NO ONE
TB154169GBA	UK00917891 898	United Kingdom Granted/Registered	09, 25, 38, 41	TELL NO ONE
TB153130GBA	UK00003262 642	United Kingdom Granted/Registered	25	TELL NO ONE

TB153130USB	5974754	United States of America  Granted/Registered	09, 25, 41	TELL NO ONE
Part 4B - Patents				
Proprietor/ADP number	Patent number	Description		
None at the date of this deed.				

## Schedule 5

### Assigned Agreements

Date of Relevant Contract	Parties	Details of Relevant Contract
None at the date of this deed.		



## Schedule 6

### Insurance Policies

Name of Chargor	Insurer	Type of Risk Insured
Secret Group Limited	Beazley Solutions International Limited acting on behalf of Beazley Syndicates 623 (18%) and 2623 (82%) at Lloyd's	Commercial Combined Package (An exclusive delegated authority scheme package policy co-manufactured by Vista and available exclusively to clients of Vista Insurance Brokers)
Secret Group Limited	CNA Insurance Company Limited	Professional Indemnity
Secret Group Limited	CFC Underwriting Ltd on behalf of certain underwriters at Lloyd's and other insurers	Cyber Package
Secret Group Limited	Zurich Insurance plc	Excess Public/Products Liability
Secret Group Limited	AmTrust Underwriting Limited on behalf of syndicate 444 at Lloyd's	Business Travel
Secret Group Limited	Beazley Solutions International Limited acting on behalf of Beazley Syndicates 623 (18%) and 2623 (82%) at Lloyd's	Event Cancellation: Secret Cinema showing of Guardians of the Galaxy

SIGNATORIES TO SECURITY ACCESSION DEED

The New Chargors

EXECUTED as a DEED by  
Director, duly authorised for and on behalf of  
SECRET GROUP LIMITED

)  
)  
)  
DocuSigned by:  
[Redacted Signature]  
E2C8C25CC5EF4FA...

in the presence of:

Witness name: Gia Fenty

Witness: [Redacted Signature]  
057120EC3FAA417...

Witness address: [Redacted Address]

EXECUTED as a DEED by  
Director, duly authorised for and on behalf of  
REBEL X LIMITED

)  
)  
)  
DocuSigned by:  
[Redacted Signature]  
E2C8C25CC5EF4FA...

in the presence of:


Witness name: Gia Fenty

Witness: [Redacted Signature]  
057120EC3FAA417...

Witness address: [Redacted Address]

**The Security Agent**

**BAIN CAPITAL CREDIT, LP**

By: .....

Name: **Sally Fassler Dornaus**.....

Title: **Managing Director/CEO Bain Capital Credit, LP**