

MR01

Particulars of a charge



Companies House



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A30 12/05/2017 #148
COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT**
You may not use this fo
register a charge where
instrument. Use form M

FRIDAY

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 0 5 9 2 5 2 8 ✓

Company name in full The Duke of York's Theatre Limited ✓

For official use
0011

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 9 0 5 2 0 1 7 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name HSBC Corporate Trustee Company (UK) Limited ✓
(as Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

The enclosed security document includes a legal mortgage over property, namely the Duke of York's Theatre, located at St Martin's Lane, London, WC2N 4BG and registered at HM Land Registry with title number LN98005. Please see the enclosed security document for more details.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

Latham + Wathins

X

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

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Ricky Takhar**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town

County/Region **London**

Postcode **E C 2 M 3 X F**

Country **England**

DX

Telephone **0207 710 3035**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 592528

Charge code: 0059 2528 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th May 2017 and created by DUKE OF YORK'S THEATRE LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th May 2017.

(P)

Given at Companies House, Cardiff on 18th May 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

9 May 2017

International Entertainment Finance Limited
(as the Parent)

and

The companies listed in Schedule 1
(as the Supplemental Chargors)

and

HSBC Corporate Trustee Company (UK) Limited
(as the Security Agent)

**SUPPLEMENTAL DEBENTURE IN RELATION
TO THE DEBENTURE DATED 28 NOVEMBER
2013 (as supplemented from time to time)**

LATHAM & WATKINS

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

Contact: Ross Pooley

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 under section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature:  _____

Date: 10/05/2017

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THIS SUPPLEMENTAL DEBENTURE (this “**Deed**”) is made on 9 May 2017

BETWEEN:

- (1) **INTERNATIONAL ENTERTAINMENT FINANCE LIMITED** (formerly ATG Finance Limited), a private limited company incorporated in England and Wales with registered number 8770108 (the “**Parent**”);
- (2) **THE COMPANIES** listed in Schedule 1 (*Supplemental Chargors*) (together with the Parent, each a “**Supplemental Chargor**” and together the “**Supplemental Chargors**”); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) 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 28 November 2013 (the “**Debenture**”) between the Parent, the Company and the Security Agent (to which each Supplemental Chargor (other than the Parent and the Company) acceded pursuant to the applicable Security Accession Deed), as supplemented by: (i) each Security Accession Deed entered into prior to the date hereof; and (ii) the 2015 Supplemental Debentures (as defined below).
- (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 (including by (a) each Security Accession Deed entered into prior to the date hereof and (b) the 2015 Supplemental Debentures) shall have the same meaning when used in this Deed.

In addition, the following definitions shall also apply in this Deed (including, without limitation, for purposes of the meaning of “Finance Documents” where used in this Deed by incorporation or in other defined terms):

“**2014 Supplemental Security Deed**” means the supplemental security deed (dated 27 November 2014) to the Debenture between Playhouse Theatre Limited and The Ambassador Theatre Group (Venues) Limited as supplemental chargors and the Security Agent.

“**2015 Supplemental Debentures**” means, collectively:

- (a) the supplemental security deed (dated 28 January 2015) to the Debenture between ATG London Limited as supplemental chargor and the Security Agent;
- (b) the supplemental debenture (dated 14 September 2015) to the Debenture between the Parent and the Company as supplemental chargors and the Security Agent; and
- (c) the supplemental debenture (dated 13 November 2015) to the Debenture between certain of the Supplemental Chargors as supplemental chargors and the Security Agent,

each a “**2015 Supplemental Debenture**”.

“**Original Security**” means the Security created under the Debenture as supplemented by (a) each Security Accession Deed entered into prior to the date hereof; (b) the 2014 Supplemental Security Deed; and (c) the 2015 Supplemental Debentures.

“**Senior Facilities Agreement**” means the Senior Facilities Agreement originally dated 27 November 2013 between, among others, the Parent and the Security Agent, as amended on 17 November 2014, as amended and restated by the amendment and restatement agreement dated 5 August 2015 and as further amended and restated by the amendment and restatement agreement dated 16 March 2017.

1.2 **Construction**

The provisions of clauses 1.2 (*Construction*) to 1.9 (*Senior Facilities 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.

1.3 **Permitted Security**

- (a) The (a) Security created under this Deed and (b) Original Security is subject to any Permitted Security in respect of the Charged Property (which, in the case of the Original Security, shall have the meaning given to such term in the applicable Transaction Security Document constituting the terms of that Original Security) which is (at the time such assets become (or became) the subject of the (a) Security created under this Deed or (b) Original Security (as applicable)) already expressed to be, or is otherwise, prior ranking.
- (b) For the avoidance of doubt, any (a) Security over Accounts created by this Deed and/or (b) Original Security over Accounts shall be subject to any Security in favour of the relevant account bank which is created either by law or in the standard terms and conditions of the account bank or as part of the Group’s cash management arrangements.

2. **COVENANT TO PAY**

Each Supplemental Chargor, as primary obligor, covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge its Secured Obligations when they fall due in the manner provided for in the Finance Documents.

3. **CHARGING PROVISIONS**

3.1 **Specific Security**

Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, each Supplemental Chargor, as continuing security for the payment of its 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 an interest:

- (a) by way of legal mortgage, ranking junior only to the Original Security and to any prior ranking Security permitted under Clause 1.3 (*Permitted Security*) of this Deed, all Property now belonging to or vested in it (including, but not limited to, any Property specified in Schedule 2 (*Properties*) hereto); and
- (b) by way of fixed charge, ranking junior only to the Original Security and to any prior ranking Security permitted under Clause 1.3 (*Permitted Security*) of this Deed:

- (i) all other interests (not effectively mortgaged under Clause 3.1(a) above) in any Property and the benefit of all other agreements relating to land;
- (ii) all of its rights, title and interest in the Intellectual Property (including, but not limited to, any Intellectual Property specified in Schedule 4 (*Intellectual Property*) hereto);
- (iii) all the Investments, Shares (including, but not limited to, the Shares specified in Schedule 3 (*Shares and Investments*) hereto) and all corresponding Related Rights;
- (iv) all the Partnership Shares;
- (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
- (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (vii) all monies standing to the credit of the Accounts and all of its rights, title and interest in relation to those accounts (including, but not limited to, any Accounts specified in Schedule 5 (*Bank Accounts*) hereto);
- (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets; and
- (ix) its goodwill and uncalled capital.

3.2 Assigned Agreements and Insurance Policies

- (a) Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of its Secured Obligations, each Supplemental Chargor charges by way of fixed charge, ranking junior only to the Original Security and to any prior ranking Security permitted under Clause 1.3 (*Permitted Security*) of this Deed, in favour of the Security Agent all its rights, title and interest in (and claims under) the Assigned Agreements and Insurance Policies (including, but not limited to, any Insurance Policies specified in Schedule 6 (*Insurance Policies*) hereto).
- (b) Until the occurrence of a Declared Default, the relevant Supplemental Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and/or Insurance Policies.

3.3 Floating Charge

- (a) Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of its Secured Obligations, each Supplemental Chargor charges with full title guarantee in favour of the Security Agent by way of floating charge, ranking junior only to the Original Security and to any prior ranking Security permitted under Clause 1.3 (*Permitted Security*) of this Deed, all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

4. NEGATIVE PLEDGE

No Supplemental Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the assets charged under this Deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the assets charged under this Deed (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the assets charged under this Deed,

in each case except as permitted under the Finance Documents or with the prior consent of the Security Agent (acting on the instructions of the Majority Lenders).

5. INCORPORATION OF TERMS FROM DEBENTURE

- (a) The provisions of Clause 3.4 (*Conversion of Floating Charge*), Clause 3.5 (*Property Restricting Charging*), Clause 4 (*Further Assurance*) and Clause 6 (*Representations and Warranties*) to Clause 24 (*Miscellaneous*) 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) “this Debenture” or “this Deed” and other similar expressions were a reference to this Deed;
 - (ii) an “assignment” under Clause 3.2 of the Debenture was a reference to the charge created by Clause 3.2 (*Assigned Agreements and Insurance Policies*) of this Deed;
 - (iii) “Chargor” was a reference to a Supplemental Chargor under this Deed;
 - (iv) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed;
 - (v) in Clause 6.2 (*Representations and Warranties – Shares*) of the Debenture:
 - (A) “Schedule 3 (*Properties*)” were references to Schedule 3 (*Shares and Investments*) of this Deed”; and
 - (B) “which represent the entire issued share capital of the relevant Subsidiaries” was a reference to “which represent the entire issued share capital of the relevant Subsidiaries (or, if applicable, part of the issued share capital of the relevant Subsidiaries as indicated in Schedule 3 (*Shares and Investments*) hereto)”;
 - (vi) “Schedule 7 (*Partnership Shares*)” in Clause 6.3 (*Representations and Warranties - Partnership Shares*) were references to Schedule 7 (*Partnership Shares*) of this Deed”;
 - (vii) “all existing charges” in Clause 7.4(a)(iii)(1) of the Debenture was a reference to “all existing charges other than those granted under Clause 3.1 (*Specific Security*) of the Debenture as supplemented by each Security Accession Deed entered into from time to time or under any supplemental

charge entered into by the Supplemental Chargors in favour of the Security Agent from time to time and other than any prior ranking Security permitted under Clause 1.3 (Permitted Security) of this Deed”; and

- (viii) *“first ranking charge” in Clause 7.4(a)(iii)(2) of the Debenture was a reference to “charge, ranking junior only to the Original Security, to any prior ranking Security permitted under Clause 1.3 (Permitted Security) of this Deed and any supplemental charge entered into by the Supplemental Chargors in favour of the Security Agent from time to time prior to the date of the application to be made to the Land Registry as set out in this sub paragraph (iii)”*,

and, in the case of paragraphs (v)(B), (vii) and (viii) above, the equivalent provisions of the 2015 Supplemental Debentures shall be amended accordingly.

- (b) The representations and warranties made in Clause 6 of the Debenture and incorporated by reference into this Deed shall be made on the date hereof by reference to the facts and circumstances on that date.
- (c) For the avoidance of doubt, the provision of any documents by a Supplemental Chargor pursuant to Clause 7.1 (*Title Documents*) of the Debenture shall discharge the obligation to provide the same documents under this Deed.

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 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. NOTICES

Each Supplemental Chargor confirms that its address details for notices is as follows:

Address: 2nd Floor, Alexander House, Church Path, Woking, GU21 6EJ

Facsimile: +44 (0)1483 770477

Attention: ShanMae Teo

10. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual claims 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 Supplemental Chargor in any other court of competent jurisdiction.

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
SUPPLEMENTAL CHARGORS

Name of Obligor	Registration number
1. International Entertainment Finance Limited (formerly known as ATG Finance Limited)	8770108
2. International Entertainment Investments Limited (formerly known as ATEG Limited)	8769925
3. The Ambassador Entertainment Group Limited	7046007
4. The Ambassador Theatre Group Limited	2671052
5. The Ambassador Theatre Group Overseas Holdings Limited	8458696
6. The Ambassador Theatre Group (Venues) Limited	1444368
7. First Family Entertainment LLP	OC310596
8. ATG London Limited	3902727
9. Sonia Friedman Productions Limited	4302464
10. Theatre Royal Brighton Limited	3735154
11. Glasgow Theatres Limited	4423391
12. Woking Turnstyle Limited	02699637
13. Milton Keynes Theatre Limited	3490333
14. The Duke of York's Theatre Limited	592528
15. Stoke-on-Trent Theatres Limited	03507468
16. Churchill Theatre Bromley Limited	03944535
17. Richmond Theatre Limited	3716049
18. Aylesbury Waterside Theatre Limited	03944591
19. New Wimbledon Theatre Limited	04787118
20. Playhouse Theatre Limited (formerly known as Maidstone Productions (Playhouse) Limited)	4510126
21. Savoy Theatre Group Limited (formerly known as Maidstone Productions (Savoy) Limited)	05527723
22. Savoy Theatre Holdings Limited	3669280
23. Savoy Theatre Limited	00053830
24. The Ticket Machine Group Limited	02638971
25. ATG Productions Limited	09327475
26. SFP Shows Limited (formerly known as SFP Productions Limited)	09330152

SCHEDULE 2 PROPERTIES

Registered Land

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
The Ambassador Theatre Group (Venues) Limited	Bristol	The Hippodrome Theatre and 11 St Augustine's Parade and 10/10A St Augustine's Parade, Bristol BS1 4UZ	(a) Freehold (b) Leasehold	(a) AV97074 and AV55313 (b) BL134672, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for a period of 999 years (less 3 days).
Milton Keynes Theatre Limited	Milton Keynes	Milton Keynes Theatre, Midsummer Boulevard, Central Milton Keynes, MK9 3QA	Leasehold	BM386416, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of Milton Keynes Theatre Limited for a term expiring on 13 December 2100.
Woking Turnstyle Limited	Woking, Surrey	The Arts and Entertainment Area, The Peacocks, Woking, Surrey GU21 6GQ	Leasehold	SY671546

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
The Ambassador Theatre Group (Venues) Limited	Liverpool	Liverpool Empire Theatre, Lime Street, Liverpool L1 1JE	(a) Leasehold (b) Occupational leasehold title	MS489346 MS612582 Lease to Aviva Investors Ground Rent GP Limited for a term from 2 April 2014 to 4 June 2127 subject to a leaseback from 2 April 2014 until 1 June 2127
The Ambassador Theatre Group (Venues) Limited	Liverpool	Liverpool Empire Theatre, Lime Street, Liverpool L1 1JE	Leasehold	MS489346
The Ambassador Theatre Group (Venues) Limited	Manchester	Opera House, Quay Street, Manchester M3 3HP	(a) Freehold (b) Leasehold	(a) LA251686 (b) MAN221176, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for a period of 999 years (less 3 days).

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
The Ambassador Theatre Group (Venues) Limited	Manchester	The Palace Theatre, Oxford Street, Manchester M1 6FT	(a) Freehold (b) Leasehold	(a) LA105579 (b) MAN221178, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for a period of 999 years (less 3 days).
The Ambassador Theatre Group (Venues) Limited	London	Apollo Victoria Theatre, 17 Wilton Road, London SW1V 1LG	(a) Freehold (b) Leasehold	(a) 321597 (b) NGL940261, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for a period of 999 years (less 3 days).

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
The Duke of York's Theatre Limited	London	Duke of York's Theatre, St Martin's Lane, London WC2N 4BG	(a) Freehold (b) Leasehold	(a) LN98005 (b) NGL940258, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Duke of York's Theatre Limited for a period of 999 years (less 3 days).
ATG London Limited	London	The Fortune Theatre, Russell Street, London WC2B 5HH	(a) Freehold (b) Leasehold	(a) 432676 (b) NGL940254, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The ATG London Limited for a period of 999 years (less 3 days).

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
ATG London Limited	London	(a) The Harold Pinter Theatre (formerly known as The Comedy Theatre), 6 Panton Street, London SW1Y 4DN	(a)(i) Freehold	(a)(i) NGL785999
			(a)(ii) Leasehold	(a)(ii) NGL940247, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of ATG London Limited for a period of 999 years (less 3 days).
		(b) The Dressing Rooms, 9 Orange Street, London WC2H 7EA		(b)(i) a Head Lease dated 31 July 2003 between Martin's Estates (Clerkenwell) Limited and ATG London Limited for a period of 999 years from 31 July 2003, registered under title number NGL839345
			(b)(i) Leasehold	
			(b)(ii) Leasehold	
				(b) (ii) NGL940248, an Underlease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of ATG London Limited for the period until 24 July 3002.

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
The Ambassador Theatre Group (Venues) Limited	London	The Lyceum Theatre, 21 Wellington Street, London WC2E 7RQ	(a) Leasehold	(a) NGL728709
			(b) Leasehold	(b) NGL940257, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for the period until 15 November 2138.

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
ATG London Limited	London	(a) Phoenix Theatre, 110 Charing Cross Road, London WC2H 0JP:	(a)(i) Freehold	(a)(i) NGL785998
			(a)(ii) Leasehold	(a)(ii)
			(b)(i) Leasehold	NGL940250, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of ATG London Limited for a period of 999 years (less 3 days).
		- (b) Box Office	(b)(ii) Leasehold	
		- (c) Basement and Backstage	(c)(i) Leasehold	(b)(i) NGL785996
			(c)(ii) Leasehold	(b)(ii) NGL940252, an underlease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of ATG London Limited for the period until 10 April 2125.
				(c)(i) NGL712144
				(c)(ii) NGL940253, an underlease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of ATG London Limited for the period until 13 October 2118.

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
ATG London Limited	London	The Piccadilly Theatre, Sherwood Street, London W1D 7DY	(a) Freehold (b) Leasehold	(a) LN30890 (b) NGL940249, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of ATG London Limited for a period of 999 years (less 3 days).
Playhouse Theatre Limited	London	(a) The Playhouse Theatre, Northumberland Avenue, Charing Cross, London WC2N 3DE (b) Stage Door	(a)(i) Leasehold (a)(ii) Leasehold (b)(i) Leasehold (b)(ii) Leasehold	(a)(i) NGL552267 (a)(ii) NGL943025, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited for a period of 999 years (less 3 days). (b)(i) NGL548572 (b)(ii) NGL943026, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent for a period of 999 years (less 3 days).

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
Savoy Theatre Limited	London	(a) Savoy Theatre, Carting Lane	(a)(i) Freehold	(a)(i) NGL770407
			(a)(ii) Leasehold	(a)(ii)
		(b) Basement levels 2,3,4 and 6 (ground level), Savoy Court, London WC2R 0ET	(b)(i) Leasehold	NGL940259, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of Savoy Theatre Limited for a period of 999 years (less 3 days).
			(b)(ii) Leasehold	(b)(i) NGL850767
				(b)(ii) NGL940260, an underlease granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of Savoy Theatre Limited for the period until 23 June 3004.
ATG London Limited	City of Westminster	Trafalgar Studios (formerly The Whitehall Theatre), 14 Whitehall, London SW1A 2DY	(a) Freehold	(a) LN181167
			(b) Leasehold	(b) NGL949371, Lease dated 23 December 2014 between (1) Aviva Investors Ground Rent GP Limited (2) ATG London Limited (3) The Ambassador Entertainment Group Limited.

Unregistered Land

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold
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None

**SCHEDULE 3
SHARES AND INVESTMENTS**

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
International Entertainment Finance Limited	International Entertainment Investments Limited	1001 ordinary share of £1.00 each
International Entertainment Investments Limited	The Ambassador Entertainment Group Limited	320,941 ordinary A shares 91,648 ordinary B shares 104,209 ordinary C shares 10,547 ordinary D shares 563,832,180 ordinary E shares
The Ambassador Theatre Group Limited	Theatre Royal Brighton	4 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	The Ambassador Theatre Group (Venues) Limited	200 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	ATG London Limited	1 ordinary share of £1.00
The Ambassador Theatre Group Limited	The Duke of York's Theatre Limited	11,110 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Woking Turnstyle Limited	2 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Milton Keynes Theatre Limited	1 ordinary share of £1.00
The Ambassador Theatre Group Limited	Stoke-on-Trent Theatres Limited	3 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Churchill Theatre Bromley Limited	1 ordinary share of £1.00
The Ambassador Theatre Group Limited	Richmond Theatre Limited	3 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Aylesbury Waterside Theatre Limited	2 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Smart Plays Limited	1 ordinary share of £1.00
The Ambassador Theatre Group Limited	ATG Management Limited	1 ordinary share of £1.00

The Ambassador Theatre Group Limited	Sonia Friedman Productions Limited	1 ordinary share of £1.00
The Ambassador Theatre Group Limited	Glasgow Theatres Limited	1 ordinary share of £1.00
The Ambassador Theatre Group Limited	New Wimbledon Theatre Limited	3 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Highland Fling Japan Limited	2 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Screenstage Limited	500,000 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Screenstage Productions Limited	1 ordinary share of £1.00
The Ambassador Theatre Group Limited	The Ambassador Theatre Group Overseas Holdings Limited	5 ordinary shares of £1.00 each
ATG London Limited	Playhouse Theatre Limited	156 ordinary shares of £1.00 each
ATG London Limited	Savoy Theatre Group Limited	100 ordinary shares of £1.00 each
The Ambassador Entertainment Group Limited	London Turnstyle Limited	1 ordinary share of £1.00
The Ambassador Entertainment Group Limited	The Ambassador Theatre Group Limited	9,983,323 ordinary shares of £1.00 each
Savoy Theatre Group Limited	Savoy Theatre Limited	7,500 ordinary shares at £5.50 each
Savoy Theatre Group Limited	Savoy Theatre Holdings Limited	1,500,000 ordinary shares of £0.10 each (1,000,000 Ordinary A shares and 500,000 Ordinary B shares)
The Ambassador Theatre Group Limited	The Ticket Machine Group Limited	30,000 shares of £1.00 each (1,500 A Ordinary shares, 3,000 B Ordinary shares and 25,500 Founders shares)
The Ambassador Theatre Group Limited	ATG Productions Limited	1 ordinary share of £1.00
Sonia Friedman Productions Limited	SFP Shows Limited	1 ordinary share of £1.00

Name of Chargor which holds the investments	Investments		Number and description of investments
	Name of issuer	None	

SCHEDULE 4
INTELLECTUAL PROPERTY

Part 1
Patent and Patent Applications

Name of Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
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None

Part 2
Trade Marks and Trade Mark Applications

Name of Chargor	Territory	Trade Marks	Class No.	Registration No./ Application No.	Date of Registration/ Application
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None

Part 3
Registered Designs and Applications for Registered Designs

Name of Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
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None

Part 4
Copyright Works and Unregistered Designs

Name of Chargor	Description	Date of Creation	Author
ATG Productions Limited	Copyright – certain pantomime scripts		

Part 5
Other Intellectual Property of the Chargor

[Include details of any material Intellectual Property not listed above (e.g. unregistered trade marks, databases)].

Part 6
Intellectual Property Licences

Name of Chargor	Description of Intellectual Property Licences	Licensor	Date of Licence	Duration of Licence
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None

**SCHEDULE 5
BANK ACCOUNTS**

**Part 1
Accounts**

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
International Entertainment Investments Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group Overseas Holdings Limited	Nat West	REDACTED	REDACTED
New Wimbledon Theatre Limited	Nat West	REDACTED	REDACTED
ATG London Limited	Nat West	REDACTED	REDACTED
ATG London Limited	Nat West	REDACTED	REDACTED
ATG London Limited	Nat West	REDACTED	REDACTED
Stoke-on-Trent Theatres Limited	Nat West	REDACTED	REDACTED
Milton Keynes Theatre Limited	Nat West	REDACTED	REDACTED
Duke of York's Theatre	Nat West	REDACTED	REDACTED

[illegible]

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
The Ambassador Theatre Group (Venues) Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	Nat West	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	Nat West	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	HSBC Bank plc	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	HSBC Bank plc	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	HSBC Bank plc	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	HSBC Bank plc	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	Nat West	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	Santander	REDACTED	REDACTED
Playhouse Theatre Limited	Nat West	REDACTED	REDACTED
Maidstone Productions (Savoy) Limited	Nat West	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Savoy Theatre Limited	Nat West	REDACTED	REDACTED
The Ticket Machine Group Limited	Nat West	REDACTED	REDACTED
The Ticket Machine Group Limited	Nat West	REDACTED	REDACTED
The Ticket Machine Group Limited	Nat West	REDACTED	REDACTED

**SCHEDULE 6
INSURANCE POLICIES¹**

Name of Chargor	Insurer	Policy Number
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Allianz Insurance plc	27/SZ/237/6656
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited	AIG Europe Ltd	24590220
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited	QBE Casualty Syndicate 386	12PL249114JA

¹ For the avoidance of doubt, notwithstanding it being covered by a policy listed in this Schedule 6 (Insurance Policies), any third party liability or public liability insurance and any directors and officers insurance are excluded from this Schedule 6 (Insurance Policies) for the purposes of the Debenture and this Deed (in accordance with the definition of "Insurance Policies" as set out in the Debenture).

Name of Chargor	Insurer	Policy Number
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited	AIG Europe Ltd and CNA Insurance and XL Insurance Company Ltd	24022658
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited, The Ambassador Entertainment Group Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Allianz Insurance plc	61/NZ/23825522
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited, The Ambassador Entertainment Group Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Allianz Insurance plc	61/NK/23827121/7

Name of Chargor	Insurer	Policy Number
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited	AIG Europe Ltd	10584386
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited, The Ambassador Entertainment Group Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	RSA Insurance plc	PA04281027
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited,	Chubb Insurance Company of Europe SE	82148417D
The Ambassador Theatre Group (Venues) Limited	Chubb Insurance Company of Europe SE	82263005C
The Ambassador Theatre Group Limited (Run-off Directors and Officers Liability cover)	Chubb Insurance Company of Europe SE	82374657A
The Ambassador Entertainment Group Limited	AIG Europe Ltd	24590220

Name of Chargor	Insurer	Policy Number
The Ambassador Entertainment Group Limited	QBE Casualty Syndicate 386	12PL249114JA
The Ambassador Entertainment Group Limited	AIG Europe Ltd and CNA Insurance and XL Insurance Company Ltd	24022658
The Ambassador Entertainment Group Limited	Chubb Insurance Company of Europe SE	82148417H
The Ambassador Entertainment Group Limited	Chubb Insurance Company of Europe SE	82374657C
The Ambassador Entertainment Group Limited	Markel (UK) Limited	A49610/0513
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	AIG Europe Ltd	25029273
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	QBE Casualty Syndicate 386	12PL249114JA
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	AIG Europe Ltd and CNA Insurance and XL Insurance Company Ltd	24022658
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Chubb Insurance Company of Europe SE	82148417H

SCHEDULE 7
PARTNERSHIP SHARES

Name of Chargor	Name of partnership in which Partnership Shares are held
The Ambassador Theatre Group Limited	First Family Entertainment LLP
The Ambassador Theatre Group (Venues) Limited	First Family Entertainment LLP

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

INTERNATIONAL ENTERTAINMENT FINANCE LIMITED acting by:
REDACTED

as Director:

ShanMae Teo

Witness:

REDACTED

Name:

Holly Mearns

Address:

89-41 MARINE CROSS RD

Occupation:

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

INTERNATIONAL ENTERTAINMENT INVESTMENTS LIMITED acting by:

REDACTED

as Director:

ShanMae Teo

Witness:

REDACTED

Name:

HOLLY MIRAMS

Address:

39-41 HARLING CROFT RD

Occupation:

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP LIMITED acting by:

 REDACTED

as Director:

 ShanMae Teo

Witness: **REDACTED**

Name: *Holly Mirams*

Address: *39-41 Adelaide Cross Rd*

Occupation: *Assistant*

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP OVERSEAS HOLDINGS LIMITED acting by:

_____REDACTED

as Director:

ShanMae Teo

Witness:

REDACTED

Name:

REBECCA STIMSON

Address:

39-41 CHARING CROSS ROAD

Occupation:

OFFICE ADMIN ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP (VENUES) LIMITED acting by:

REDACTED

as Director: REDACTED ShanMae Teo

Witness: REDACTED

Name: Holly Miram

Address: 39-71 CHARINA CROSS RD.

Occupation: ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATG LONDON LIMITED acting by:

_____**REDACTED**

as Director:

_____ShanMae Teo

REDACTED

Witness:

6 _____

Name:

REBECCA STIMSON

Address:

39-41 CHARING CROSS ROAD

Occupation:

OFFICE ADMIN ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SONIA FRIEDMAN PRODUCTIONS LIMITED acting by:

MARK CORNELL

as Director: REDACTED

REDACTED

Witness:

Name:

LYNN ARNEY

Address:

37-41 CHALKING CROSS ROAD

Occupation:

REDACTED

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THEATRE ROYAL BRIGHTON LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness:



Name:

REBECCA STIMSON

Address:

39-41 CHARING CROSS ROAD

Occupation:

OFFICE ADMIN ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

GLASGOW THEATRES LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness:

Name:

REBECCA STIMSON

Address:

39-41 CHARING CROSS ROAD

Occupation:

OFFICE ADMIN ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

WOKING TURNSTYLE LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness: 1 REDACTED _____

Name: REBECCA STIMSON

Address: 39-41 CHARING CROSS ROAD

Occupation: OFFICE ADMIN ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

MILTON KEYNES THEATRE LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness:

Name: REBECCA STIMSON

Address: 39-41 CHANCING CROSS ROAD

Occupation: OFFICE ADMINISTRATIVE ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE DUKE OF YORK'S THEATRE LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness:

Name:

HOLLY MIRANDA

Address:

39-71 CHURCHING CROSS RD

Occupation:

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

STOKE-ON-TRENT THEATRES LIMITED acting by:

_____ **REDACTED**

as Director:

_____ ShanMae Teo

Witness:

Name:

HOLLY MIRAMS

Address:

39-41 CHARING CROSS RD.

Occupation:

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

CHURCHILL THEATRE BRQMLEY LIMITED acting by:

 REDACTED

as Director:

 ShanMae Teo

Witness:

Name:

HOLLY MIRAMS

Address:

39-41 CHARING CROSS RD.

Occupation:

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

RICHMOND THEATRE LIMITED acting by:

_____ **REDACTED**

as Director: _____

____ShanMae Teo

Witness: _____

Name: _____

HOLLY MIRAMS

Address: _____

3A-41 CHARINA CROSS RD.

Occupation: _____

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

AYLESBURY WATERSIDE THEATRE LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness: _____

Name: HOLLY MIRAMS

Address: 39-41 CHARING CROSS RD

Occupation: ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

NEW WIMBLEDON THEATRE LIMITED acting by:

_____ **REDACTED**

as Director:

____ ShanMae Teo

Witness:

Name:

____ HOLLY MURRAY ____

Address:

____ 39-41 CHARING CROSS RD ____

Occupation:

____ ASSISTANT ____

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

PLAYHOUSE THEATRE LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness:

Name:

HOLLY McLENNAN

Address:

3A-71 CHORNG CRUI RD

Occupation:

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE GROUP LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness:

Name:

HOLLY MURPHY

Address:

39-41 CHURCH LANE RD.

Occupation:

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE HOLDINGS LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness:

Name:

Address:

Occupation:

HOLLY MIRANDA

39-71 CHARKING CROSS RD

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE LIMITED acting by:

_____ **REDACTED**

as Director:

ShanMae Teo

Witness:

Name:

_____ *HOLLY MIRAM* _____

Address:

_____ *39-A1 CHARING CROSS RD* _____

Occupation:

_____ *ASSISTANT* _____

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE TICKET MACHINE GROUP LIMITED acting by:

_____**REDACTED**

as Director:

ShanMae Teo

Witness:

Name:

HOLLY MIRAMIS

Address:

39-41 HARBOUR CREEK RD

Occupation:

ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SFP SHOWS LIMITED acting by:

_____**REDACTED**

as Director:

Sonia Friedman

REDACTED

Witness:

Name:

FREYA SMITH

Address:

43 PARKHURST RD, N7 0LR

Occupation:

EXECUTIVE ASSISTANT

[Signature page to the Supplemental Debenture]

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by:

REDACTED

Luke Ashby
Authorised Signatory

Address: Corporate Trust & Loan Agency
Level 27, 8 Canada Square
London
E14 5HQ

Telephone number: +44 20 7991 4350

Email: ctla.trustee.admin@hsbc.com

Attention: **CTLA Trustee Services Administration**

[Signature page to the Supplemental Debenture]