

MR01

Particulars of a charge

020504

IRIS Laserform

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFil  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ 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 for  
You may not use this form to  
register a charge where  
instrument Use form MR00



LD5  
"L2MFYJLU"  
03/12/2013  
COMPANIES HOUSE  
#49

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

1 Company details

Company number 03507468  
Company name in full Stoke-on-Trent Theatres Limited

For official use  
8  
→ Filing 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 29/11/2013

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

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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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**  
Please use a continuation page if you need to enter more details

Description

None at the date of creation of the charge

5

**Fixed charge or fixed security**

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement ①**

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 & Watkins*

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**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Lucy Tavener

Company name Latham & Watkins (London) LLP

Address 99 Bishopsgate

Post town London

County/Region Greater London

Postcode E C 2 M 3 X F

Country

DX Reference 052023-0026

Telephone 02077101000



**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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 3507468

Charge code: 0350 7468 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2013 and created by STOKES-ON-TRENT THEATRES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2013.

Given at Companies House, Cardiff on 5th December 2013



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*Amal Gy* 2/12/2013

## GLOBAL SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 29 November 2013

### BETWEEN:

- (1) ATG Finance Limited, a company incorporated in England and Wales with registered number 8770108 (the "Company"),
- (2) the parties listed in Schedule 7 to this Accession Deed (the "New Chargors" and each a "New Chargor"); and
- (3) HSBC Corporate Trustee Company (UK) Limited as security trustee for itself and the other Secured Parties (the "Security Agent").

### RECITAL

This deed is supplemental to a debenture dated 28 November 2013 between, amongst others, the Company, the Chargors named therein and the Security Agent (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 1.9 (*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

#### 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 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 the Secured Obligations when they fall due in the manner provided for in the Finance Documents

##### 2.3 Specific Security

Subject to Clause 1.6 (*Excluded Assets*) 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 an interest

- (a) by way of first legal mortgage all Property now belonging to or vested in it (including any property specified in Schedule 1 (*Properties*) opposite its name); and

(b) by way of fixed charge

- (i) all its other interests (not charged under Clause 2.3(a)) in any Property and the benefit of all other agreements relating to land;
- (ii) all of its rights, title and interest in its Intellectual Property (including any Intellectual Property specified in Schedule 3 (Intellectual Property) opposite its name);
- (iii) all its Partnership Shares (including any Partnership Interests specified in Schedule 6 (Partnership Interests) opposite its name);
- (iv) all its Investments, Shares (including any Investments and Shares specified in Schedule 2 (Shares and Investments) opposite its name) and all corresponding Related Rights,
- (v) all its Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
- (vi) all its 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 its Accounts (including any accounts specified in Schedule 4 (Bank Accounts) opposite its name) and all of its rights, title and interest in relation to those accounts;
- (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (ix) its goodwill and uncalled capital, and
- (x) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements.

**2.4 Security Assignment**

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, as further security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Insurance Policies (including any Insurance Policies specified in Schedule 5 (Insurance Policies) opposite its name), and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to the relevant New Chargor of all such rights, title and interest upon payment or discharge in full of such New Chargor's Secured Obligations.

**2.5 Floating charge**

- (a) As further 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 assets, undertakings and rights.

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to each floating charge created by this deed.

## **2.6 Implied Covenants for Title**

The Security created under this Debenture is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (other than as permitted under the Senior Facilities Agreement).

## **3. NEGATIVE PLEDGE**

No New Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property under this deed (other than in respect of assets charged under Clause 2.5 (a) (*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 Charged Property under this deed,

except as permitted under the Finance Documents or with the prior consent of the Security Agent.

## **4. CONSTRUCTION OF DEBENTURE**

- (a) The Debenture shall remain in full force and effect as supplemented by this deed
- (b) 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" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

## **5. DESIGNATION AS A FINANCE DOCUMENT**

This deed is designated as a Finance Document.

## **6. 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.

## **7. GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.



**SIGNATORIES TO SECURITY ACCESSION DEED**

**THE NEW CHARGORS**

**The Ambassador Theatre Group Limited**

**EXECUTED AS A DEED**

By: The Ambassador Theatre Group Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA KING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H0AR

LEGAL AND BUSINESS AFFAIRS  
ASSISTANT

Occupation of witness

**The Ambassador Theatre Group Overseas Holdings Limited**

**EXECUTED AS A DEED**

By. The Ambassador Theatre Group Overseas Holdings Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-CH CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

**The Ambassador Theatre Group (Venues) Limited**

**EXECUTED AS A DEED**

By The Ambassador Theatre Group (Venues) Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 LIFRING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

**First Family Entertainment LLP**

**EXECUTED AS A DEED**

By. First Family Entertainment LLP

[Redacted Signature]

Signature of Member

THE AMBASSADOR THEATRE GROUP

Name of Member

in the presence of (VENUES) LIMITED

[Redacted Signature]

Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

**ATG London Limited**

**EXECUTED AS A DEED**

By ATG London Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2R 0AR

LEGAL AND BUSINESS AFFAIRS  
ASSISTANT

Occupation of witness

**Sonia Friedman Productions Limited**

**EXECUTED AS A DEED**

By Sonia Friedman Productions Limited



Signature of Director

ROSEMARY SQUIRE

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

Theatre Royal Brighton Limited

**EXECUTED AS A DEED**

By Theatre Royal Brighton Limited

[Redacted Signature]

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

NICOLA CRING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

**Glasgow Theatres Limited**

**EXECUTED AS A DEED**

By: Glasgow Theatres Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RIDGE

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS  
ASSISTANT

Occupation of witness



Woking Turnstyle Limited

EXECUTED AS A DEED

By: Woking Turnstyle Limited

[Redacted Signature]

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

NICOLA KING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

**Milton Keynes Theatre Limited**

**EXECUTED AS A DEED**

By Milton Keynes Theatre Limited

[Redacted Signature]

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

Nicola BING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

\_\_\_\_\_

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

**The Duke of York's Theatre Limited**

**EXECUTED AS A DEED**

By, The Duke of York's Theatre Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

Stoke-on-Trent Theatres Limited

**EXECUTED AS A DEED**

By: Stoke-on-Trent Theatres Limited

[Redacted Signature]

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

**Churchill Theatre Bromley Limited**

**EXECUTED AS A DEED**

By: Churchill Theatre Bromley Limited

\_\_\_\_\_

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

\_\_\_\_\_

Signature of witness

NICOLA KING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

\_\_\_\_\_

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

**Richmond Theatre Limited**

**EXECUTED AS A DEED**

By: Richmond Theatre Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA KING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

**Aylesbury Waterside Theatre Limited**

**EXECUTED AS A DEED**

By Aylesbury Waterside Theatre Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA CRING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS


Occupation of witness

AFFAIRS ASSISTANT

**New Wimbledon Theatre Limited**

**EXECUTED AS A DEED**


By: New Wimbledon Theatre Limited

  
\_\_\_\_\_  
PETER KAVANAGH

Signature of Director

Name of Director

in the presence of

  
\_\_\_\_\_  
NICOLA RING

Signature of witness

Name of witness

34-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT



**THE COMPANY**

**EXECUTED as a DEED by**  
ATG Finance Limited acting by

Director

[REDACTED]

Name

ROBERT SUDO

Witness

[REDACTED]

Name

FRANCES BALL

Address

28 ST GEORGE STREET, W1S 2FA

Occupation

PERSONAL ASSISTANT

**THE SECURITY AGENT**

**EXECUTED** as a **DEED** by  
HSBC Corporate Trustee Company (UK) Limited acting by

Authorised signatory

Name

Witness

Name

Address

Occupation

HSBC Bank plc

8 Canada Square

London

E14 5HQ

**Notice Details**

Address

8 Canada Square London E14 5HQ

Facsimile

+44 20 7991 1350

Attention

+44 20 7991 8888

Email

# **SCHEDULES TO DEED OF ACCESSION**

## **SCHEDULE 1**

### **PROPERTIES**

#### **Registered Land, and land subject to compulsory first registration**

<b>Chargor</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Freehold or Leasehold</b>	<b>Title No./Description of Land</b>
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	(a) AV97074 and AV55313
			(b) Leasehold	(b) 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	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
The Ambassador Theatre Group	Liverpool	Liverpool Empire Theatre, Lime	Leasehold	MS489346

(Venues) Limited		Street, Liverpool L1 1JE		
The Ambassador Theatre Group (Venues) Limited	Manchester	Opera House, Quay Street, Manchester M3 3HP	(a) Freehold (b) Leasehold (ii) Leasehold	(a) LA251686  (b) 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	Manchester	The Palace Theatre, Oxford Street, Manchester M1 6FT	(a) Freehold (b) Leasehold	(a) LA105579  (b) an Under Lease 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) 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 Duke of London York's Theatre Limited	Duke of York's Theatre, St Martin's Lane, London WC2N 4BG	(a) Freehold	(a) LN98005
		(b) Leasehold	(b) 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 London Limited	The Fortune Theatre, Russell Street, London WC2B 5HH	(a) Freehold	(a) 432676
		(b) Leasehold	(b) 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).
ATG London London Limited	(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) 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	(b)(i) Leasehold	(b)(i) a Head Lease dated 31 July 2003 between Martin's
		(b)(ii) Leasehold	

			<p>Estates (Clerkenwell) Limited and ATG London Limited for a period of 999 years from 31 July 2003, registered under title number NGL839345</p> <p>(b) (ii) 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.</p>
The Ambassador London Theatre Group (Venues) Limited	The Lyceum Theatre, 21 Wellington Street, London WC2E 7RQ	(a) Leasehold (b) Leasehold	<p>(a) NGL728709</p> <p>(b) 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</p>
ATG London London Limited	<p>(a) Phoenix Theatre, Charing Cross Road, London WC2H 0JP</p> <p>- (b) Box Office</p> <p>- (c) Basement and Backstage</p>	<p>(a)(i) Freehold</p> <p>(a)(ii) Leasehold</p> <p>(b)(i) Leasehold</p> <p>(b)(ii) Leasehold</p> <p>(c)(i) Leasehold</p>	<p>(a)(i) NGL785998</p> <p>(a)(ii) an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in</p>

(c)(11) Leasehold      favour of ATG  
London Limited  
for a period of  
999 years (less 3  
days).

(b)(1) NGL785996

(b)(11)      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)(11)      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.

ATG      London      London  
Limited

The Piccadilly  
Theatre,  
Sherwood Street,  
London W1D  
7DY

(a) Freehold

(b) Leasehold

(a) LN30890

(b) 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).

**SCHEDULE 2**  
**SHARES AND INVESTMENTS**

**Shares**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
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	2 ordinary shares of £1 00 each
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	4 ordinary shares of £1.00 each
ATG London Limited	Maidstone Productions (Playhouse) Limited	156 ordinary shares of £1.00 each
ATG London Limited	Maidstone Productions (Savoy) Limited	100 ordinary shares of £1.00 each

#### **Investments**

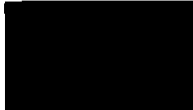
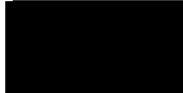















None

**SCHEDULE 3**  
**INTELLECTUAL PROPERTY**

None

**SCHEDULE 4****BANK ACCOUNTS**

<b>Name of Chargor</b>	<b>Account Bank</b>	<b>Account Number</b>	<b>Sort Code</b>
The Ambassador Theatre Group Limited	Nat West	[REDACTED]	60-40-05
The Ambassador Theatre Group Limited	Nat West	[REDACTED]	60-40-05
The Ambassador Theatre Group Limited	Nat West	[REDACTED]	60-40-05
The Ambassador Theatre Group Limited	Nat West	[REDACTED]	60-40-05
The Ambassador Theatre Group Limited	Nat West	[REDACTED]	60-40-05
The Ambassador Theatre Group Limited	Nat West	[REDACTED]	60-40-05
First Family Entertainment LLP	Nat West	[REDACTED]	60-40-05
First Family Entertainment LLP	Nat West	[REDACTED]	60-40-05
First Family Entertainment LLP	Nat West	[REDACTED]	60-40-05
New Wimbledon Theatre Limited	Nat West	[REDACTED]	60-40-05
ATG London Limited	Nat West	[REDACTED]	60-40-05
ATG London Limited	Nat West	[REDACTED]	60-40-05
Stoke-on-Trent Theatres Limited	Nat West	[REDACTED]	60-40-05
Milton Keynes Theatre Limited	Nat West	[REDACTED]	60-40-05
Duke of York's Theatre	Nat West	[REDACTED]	60-40-05
Richmond Theatre Limited	Nat West	[REDACTED]	60-40-05
Theatre Royal Brighton Limited	Nat West	[REDACTED]	60-40-05

Woking Turnstyle Limited	Nat West		60-40-05
Sonia Friedman Productions Limited	Nat West		60-40-05
Glasgow Theatres Limited	Nat West		60-40-05
Churchill Theatre Bromley Limited	Nat West		60-40-05
Aylesbury Waterside Theatre Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05

The Ambassador  
Theatre Group  
(Venues) Limited

Nat West



60-40-05

The Ambassador  
Theatre Group  
(Venues) Limited

Nat West



60-40-05

The Ambassador  
Theatre Group  
(Venues) Limited

Nat West



60-40-05

The Ambassador  
Theatre Group  
(Venues) Limited

Nat West



60-40-05

## SCHEDULE 5

### INSURANCE POLICIES

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	Ecclesiastical Insurance Office plc	021HG602573
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	AXA Insurance UK plc	LC COM 6777692
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,	AIG Europe Ltd — —	25029273
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 First Family Entertainment LLP, Theatre	QBE Casualty Syndicate 386	13PL249114JA

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 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 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 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 Ambassador Theatre Group Limited,

AIG Europe Ltd and  
CNA Insurance and  
XL Insurance  
Company Ltd

24022658

HSB Engineering  
Insurances Limited

H7L096320

HSB Engineering  
Insurances Limited

H7L153613/BLUCOM

AIG Europe Ltd

10584386

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 Ambassador Theatre Group Limited, ACE European Group UBBC66057

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 Ambassador Theatre Group Limited, Chubb Insurance 82148417F  
The Ambassador Theatre Group  
(Venues) Limited, ATG London Limited, Company of Europe  
First Family Entertainment LLP, Theatre SE  
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 Ambassador Theatre Group Chubb Insurance 82263005C  
(Venues) Limited Company of Europe  
SE

The Ambassador Theatre Group HCC Speciality 13OCC18045HA  
(Venues) Limited Underwriting Ltd

The Ambassador Theatre Group HCC Speciality 13OCC17865HA  
(Venues) Limited Underwriting Ltd

The Ambassador Theatre Group Limited Chubb Insurance 81864555  
(Run-off Directors and Officers Liability Company of Europe  
cover) SE



**SCHEDULE 6**

**PARTNERSHIP SHARES**

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

## **SCHEDULE 7**

### **THE NEW CHARGORS**

The New Chargors referred to in this Security Accession Deed are as follows:

The Ambassador Theatre Group Limited (2671052)

The Ambassador Theatre Group Overseas Holdings Limited (8458696)

The Ambassador Theatre Group (Venues) Limited (1444368)

First Family Entertainment LLP (OC 310596)

ATG London Limited (3902727)

Sonia Friedman Productions Limited (4302464)

Theatre Royal Brighton Limited (3735154)

Glasgow Theatres Limited (4423391)

Woking Turnstyle Limited (02699637)

Milton Keynes Theatre Limited (3490333)

The Duke of York's Theatre Limited (592528)

Stoke-on-Trent Theatres Limited (03507468)

Churchill Theatre Bromley Limited (03944535)

Richmond Theatre Limited (3716049)

Aylesbury Waterside Theatre Limited (03944591)

New Wimbledon Theatre Limited (04787118)