

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

You can use the Web
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☒ **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 the charge
instrument Use form MR02



LD5 18/11/2015 #108
COMPANIES HOUSE

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 03507468 ✓
Company name in full STOKE-ON-TRENT THEATRES LIMITED ✓

For official use

→ **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 03/11/2015 ✓

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

MR01

Particulars of a charge

4	Brief description	
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 N/A	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
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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	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 <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here Signature X <i>Latham + Watkins</i> X This form must be signed by a person with an interest in the charge	

MRO1

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 **DAVID HALLETT**

Company name **LATHAM & WATKINS LLP**

Address **99 BISHOPSGATE**

Post town

County/Region **LONDON**

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

Country **ENGLAND**

DX

Telephone **020 7710 4538**



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3507468

Charge code: 0350 7468 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2015 and created by STOKES-ON-TRENT THEATRES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2015.

9

Given at Companies House, Cardiff on 24th November 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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 *James Gyle*

13 November 2015

Date *17 November 2015*

The Supplemental Chargors listed in Schedule 1

and

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

**SUPPLEMENTAL DEBENTURE TO THE
DEBENTURE DATED 28 NOVEMBER 2013**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel +44 20 7710 1000
www.lw.com

REDACTED

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THIS SUPPLEMENTAL DEBENTURE (this "Deed") is made on 13 November 2015

BETWEEN

- (1) **THE COMPANIES** listed in Schedule 1 (*Supplemental Chargors*), (each a "**Supplemental Chargor**" and together the "**Supplemental Chargors**"), and
- (2) **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 between, amongst others, ATG Finance Limited (the "**Company**"), the chargors named therein, and the Security Agent (the "**Debenture**")
- (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 each Security Accession Deed entered into by a Supplemental Chargor) 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)

"**Original Security**" means the Security created under the Debenture as supplemented by each Security Accession Deed entered into from time to time

"**Senior Facilities Agreement**" means the Senior Facilities Agreement dated 27 November 2013 between, among others, the Company and the Security Agent, as amended on 17 November 2014 and as further amended and restated by the amendment and restatement agreement dated 5 August 2015

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

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 the 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 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 legal mortgage, ranking junior only to the Original Security, all Property now belonging to or vested in it, and
- (b) by way of fixed charge, ranking junior only to the Original Security
 - (i) all other interests (not effectively charged 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,
 - (iii) all the Investments, Shares (including but not limited to, the shares specified in Schedule 3 (*Shares and Investments*)) 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,
 - (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 the Secured Obligations, each Supplemental Chargor charges by way of fixed charge, ranking junior only to the Original Security, in favour of the Security Agent all its rights, title and interest in (and claims under) the Assigned Agreements and Insurance Policies
- (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 the 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, 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,

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) “all existing charges” under clause 7 4(a)(iii)(1) of the Debenture was a reference to 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,
 - (vi) “first ranking charge” under clause 7 4(a)(iii)(2) of the Debenture was a reference to “charge, ranking junior only to the Original Security 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)”.

(vii) "Schedule 3 (*Properties*)" in Clause 6.2 (*Representations and Warranties - Shares*) were references to Schedule 3 (*Shares and Investments*) of this Deed", and

(viii) "Schedule 7 (*Partnership Shares*)" in Clause 6.3 (*Representations and Warranties - Partnership Shares*) were references to Schedule 7 (*Partnership Shares*) of this Deed"

(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. DESIGNATION

This Deed is designated as a Finance Document

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 REDACTED

Attention REDACTED

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 Supplemental Debenture has been duly executed as a deed on the date first above written.

**SCHEDULE 1
SUPPLEMENTAL CHARGOR**

	Name of Obligor	Registration number
1	The Ambassador Entertainment Group Limited	7046007
2	The Ambassador Theatre Group Limited	2671052
3	The Ambassador Theatre Group Overseas Holdings Limited	8458696
4	The Ambassador Theatre Group (Venues) Limited	1444368
5	First Family Entertainment LLP	OC310596
6	AIG London Limited	3902727
7	Sonia Friedman Productions Limited	4302464
8	Theatre Royal Brighton Limited	3735154
9	Glasgow Theatres Limited	4423391
10	Woking Turnstyle Limited	02699637
11	Milton Keynes Theatre Limited	3490333
12	The Duke of York's Theatre Limited	592528
13	Stoke-on-Trent Theatres Limited	03507468
14	Churchill Theatre Bromley Limited	03944535
15	Richmond Theatre Limited	3716049
16	Aylesbury Waterside Theatre Limited	03944591
17	New Wimbledon Theatre Limited	04787118
18	Playhouse Theatre Limited (formerly known as Maidstone Productions (Playhouse) Limited)	4510126
19	Savoy Theatre Group Limited (formerly known as Maidstone Productions (Savoy) Limited)	05527723
20	Savoy Theatre Holdings Limited	3669280
21	Savoy Theatre Limited	00053830
22	The Ticket Machine Group Limited	02638971
23	AIG Productions Limited	09327475
24	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) 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 (Venues) Limited	Liverpool	Liverpool Empire Theatre, Lime Street, Liverpool L1 1JE	Leasehold	MS489346

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
The Ambassador Theatre Group (Venues) Limited	Manchester	Opera House, Quay Street, Manchester M3 3HP	(a) Freehold	(a) LA251686
			(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)
			(ii) Leasehold	
The Ambassador Theatre Group (Venues) Limited	Manchester	The Palace Theatre, Oxford Street, Manchester M1 6FT	(a) Freehold	(a) LA105579
			(b) Leasehold	(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	(a) 321597
			(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)

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) 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 Limited	London London	The Fortune Theatre, Russell Street, London WC2B 5HH	(a) Freehold (b) Leasehold	(a) 432676 (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)

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
ATG Limited	London London	(a) The Harold Pinter Theatre (formerly known as The Comedy Theatre), 6 Panton Street, London SW1Y 4DN	(a)(i) Freehold	(a)(i) NGL785999
		(b) The Dressing Rooms, 9 Orange Street, London	(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)(i) Leasehold	(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)(ii) Leasehold	(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

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) 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 Limited	London London	(a) Phoenix Theatre, Charing Cross Road, London WC2H 0JP	(a)(i) Freehold	(a)(i) NGL785998
			(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)(i) Leasehold	(b)(i) Leasehold	
		- (b) Box Office	(b)(ii) Leasehold	
		(c)(i) Leasehold	(c)(i) Leasehold	
		- (c) Basement and Backstage	(c)(ii) Leasehold	
				(b)(i) NGL785996
				(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 10 April 2125
				(c)(i) NGL712144
				(c)(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 13 October 2118

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
ATG Limited	London London	The Piccadilly Theatre,	(a) Freehold	(a) LN30890
		Sherwood Street, London W1D 7DY	(b) Leasehold	(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)
Playhouse Theatre Limited	London	(a) The Playhouse Theatre,	(a) Leasehold	(a) NGL552267
		Northumberland Avenue, Charing Cross, London WC2N 3DE	(b) Leasehold	(b) NGL548572
		(b) Stage Door		

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
		(b) Basement levels 2,3,4 and 6 (ground level), Savoy Court, London WC2R 0ET	(a)(ii) Leasehold	(a)(ii) 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)(i) Leasehold	(b)(i) NGL850767
			(b)(ii) Leasehold	(b)(ii) 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 Limited	London	City of Westminster Trafalgar Studios (formerly The Whitehall Theatre), 14 Whitehall, London SW1A 2DY	(a) Freehold	(a) LN181167
			(b) Leasehold	(b) 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
		None	

**SCHEDULE 3
SHARES AND INVESTMENTS**

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of 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

Investments

Name of Chargor which holds the investments	Name of issuer	Number and description of investments
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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 Limited	Productions 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
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
First Family Entertainment LLP	REDACTED	REDACTED	REDACTED
First Family Entertainment LLP	REDACTED	REDACTED	REDACTED
First Family Entertainment LLP	REDACTED	REDACTED	REDACTED
New Wimbledon Theatre Limited	REDACTED	REDACTED	REDACTED
ATG London Limited	REDACTED	REDACTED	REDACTED
ATG London Limited	REDACTED	REDACTED	REDACTED
Stoke-on-Trent Theatres Limited	REDACTED	REDACTED	REDACTED
Milton Keynes Theatre Limited	REDACTED	REDACTED	REDACTED
Duke of York's Theatre	REDACTED	REDACTED	REDACTED
Richmond Theatre Limited	REDACTED	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Theatre Royal Brighton Limited	REDACTED	REDACTED	REDACTED
Woking Turnstyle Limited	REDACTED	REDACTED	REDACTED
Sonia Friedman Productions Limited	REDACTED	REDACTED	REDACTED
Glasgow Theatres Limited	REDACTED	REDACTED	REDACTED
Churchill Theatre Bromley Limited	REDACTED	REDACTED	REDACTED
Aylesbury Waterside Theatre Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	REDACTED	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
The Ambassador Entertainment Group Limited	REDACTED	REDACTED	REDACTED
Playhouse Theatre Limited	REDACTED	REDACTED	REDACTED
Maidstone Productions (Savoy) Limited	REDACTED	REDACTED	REDACTED
Savoy Theatre Limited	REDACTED	REDACTED	REDACTED
Savoy Theatre Limited	REDACTED	REDACTED	REDACTED
The Ticket Machine Group Limited	REDACTED	REDACTED	REDACTED
The Ticket Machine Group Limited	REDACTED	REDACTED	REDACTED
The Ticket Machine Group Limited	REDACTED	REDACTED	REDACTED
The Ticket Machine Group Limited	REDACTED	REDACTED	REDACTED

**SCHEDULE 6
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, The Ticket Machine Group Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	REDACTED	REDACTED
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	REDACTED	REDACTED
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	REDACTED REDACTED	REDACTED

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	REDACTED REDACTED REDACTED REDACTED	REDACTED
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	REDACTED	REDACTED
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	REDACTED	REDACTED

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	REDACTED	REDACTED
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	REDACTED	REDACTED
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,	REDACTED REDACTED <small>REDACTED</small>	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED REDACTED <small>REDACTED</small>	REDACTED
The Ambassador Theatre Group Limited (Run-off Directors and Officers Liability cover)	REDACTED REDACTED <small>REDACTED</small>	REDACTED
The Ambassador Entertainment Group Limited	REDACTED	REDACTED

Name of Chargor	Insurer	Policy Number
The Ambassador Entertainment Group Limited	REDACTED REDACTED	REDACTED
The Ambassador Entertainment Group Limited	REDACTED REDACTED REDACTED REDACTED	REDACTED
The Ambassador Entertainment Group Limited	REDACTED	REDACTED
The Ambassador Entertainment Group Limited	REDACTED REDACTED <small>REDACTED</small>	REDACTED
The Ambassador Entertainment Group Limited	REDACTED REDACTED <small>REDACTED</small>	REDACTED
The Ambassador Entertainment Group Limited	REDACTED	REDACTED
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	REDACTED	REDACTED
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	REDACTED REDACTED	REDACTED
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	REDACTED REDACTED REDACTED REDACTED	REDACTED
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	REDACTED	REDACTED
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	REDACTED REDACTED <small>REDACTED</small>	REDACTED

**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

THE AMBASSADOR ENTERTAINMENT GROUP LIMITED acting by

PETER KANANASH /
as Director REDACTED

Witness REDACTED

Name WILLIAM MENDELSON ITZ

Address REDACTED

Occupation ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP LIMITED acting by

PETER KANANAKU

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM WENDELMAN

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP OVERSEAS HOLDINGS LIMITED acting by

PETER KAVANAGH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MENDELSON

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP (VENUES) LIMITED acting by

PETER KARANATH

as Director

¹
REDACTED

Witness

REDACTED

Name

WILLIAM MENDELSON

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

FIRST FAMILY ENTERTAINMENT LLP acting by

THE AMBASSADOR THEATRE GROUP LIMITED (HELEN ENRIGHT)
as Director: **REDACTED**

Witness

REDACTED

Name

WILLIAM MENDELWATJ

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATG LONDON LIMITED acting by

PETER KAMNACH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MENDOZA JR

Address

REDACTED

Occupation

ADMINISTRATOR

/Signature page to the Supplemental Debenture/

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SONIA FRIEDMAN PRODUCTIONS LIMITED acting by

HELEN ENRIGHT

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MENDELSON

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THEATRE ROYAL BRIGHTON LIMITED acting by

Peter Kavanagh

as Director

REDACTED

Witness

REDACTED

Name

William Mendelow

Address

REDACTED

Occupation

Minister

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

GLASGOW THEATRES LIMITED acting by

PETER KAWANAKI

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MENDELSTICK

Address

REDACTED

Occupation

MANAGER.

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

WOKING TURNSTYLE LIMITED acting by

PETER KANNANATHI

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MENDELOST

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

MILTON KEYNES THEATRE LIMITED acting by

PETER KANANAKH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MIENOWITZ

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE DUKE OF YORK'S THEATRE LIMITED acting by

PETER LAMMACH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MENDELSON

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

STOKE-ON-TRENT THEATRES LIMITED acting by

PETER WADSWORTH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MENDELHARTS

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

CHURCHILL THEATRE BROMLEY LIMITED acting by

PETER KAVANAGH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM WETTERLEY

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

RICHMOND THEATRE LIMITED acting by

PETER KAVANASH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM M. DEWITT

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

AYLESBURY WATERSIDE THEATRE LIMITED acting by

PETER KAWANAGH

as Director

REDACTED

Witness.

REDACTED

Name

WILLIAM MENNELL

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

NEW WIMBLEDON THEATRE LIMITED acting by

PETER KAWANACH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM WENZELSKI

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

PLAYHOUSE THEATRE LIMITED acting by

PETER KAWANAGI

as Director.

REDACTED

Witness

REDACTED

Name

WILLIAM MENDELSON

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE GROUP LIMITED acting by

PETER KAVANASH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MENDRELUKIS

Address

REDACTED

Occupation

ADMINISTRATOR.

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE HOLDINGS LIMITED acting by

PETER KAWANAKA
as Director **REDACTED**

Witness **REDACTED**

Name WILLIAM MENDELSON

Address **REDACTED**

Occupation ADMINISTRATOR

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE LIMITED acting by

PETER KANAWART

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM M. ENDELOWITZ

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE TICKET MACHINE GROUP LIMITED acting by

PETER KAMANASH
as Director: **REDACTED**

Witness **REDACTED**

Name WILLIAM MENDIGOR

Address **REDACTED**

Occupation ADMINISTRATOR.

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATG PRODUCTIONS LIMITED acting by

PETER KAVANAKH

as Director

REDACTED

Witness

REDACTED

Name

WILLIAM MENDONÇA

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SFP SHOWS LIMITED acting by

HELEN ENRISHT

as Director.

REDACTED

Witness

REDACTED

Name

WILLIAM WENDLEWID

Address

REDACTED

Occupation

ADMINISTRATOR

[Signature page to the Supplemental Debenture]

We acknowledge and agree to the above

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by

REDACTED

Jason Blondell
Authorised Signatory

as Authorised Signatory _____

Notice Details

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

Telephone number REDACTED

Email REDACTED

Attention CTLA Trustee Services Administration

[Signature page to the Guarantee and Security Confirmation Letter]