



Registration of a Charge

Company name: **SAVOY THEATRE LIMITED**

Company number: **00053830**



Received for Electronic Filing: **22/12/2020**

Details of Charge

Date of creation: **17/12/2020**

Charge code: **0005 3830 0010**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (AS SECURITY AGENT)**

Brief description: **VARIOUS PROPERTIES REGISTERED IN THE NAME OF SAVOY THEATRE LIMITED, INCLUDING FREEHOLD PROPERTY LOCATED AT (A) SAVOY THEATRE, CARTING LANE AND (B) LEASEHOLD PROPERTIES LOCATED AT THE BASEMENT LEVELS 2,3,4 AND 6 (GROUND LEVEL) SAVOY COURT, LONDON WC2R 0ET BEARING TITLE NUMBERS NGL770407, NGL940259, NGL850767 AND NGL940260, PLEASE REFER TO SCHEDULE 2 OF THE SECURITY INSTRUMENT FOR ADDITIONAL DETAILS AND LISTINGS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JEFFREY LAU**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 53830

Charge code: 0005 3830 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2020 and created by SAVOY THEATRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2020 .

Given at Companies House, Cardiff on 24th December 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

17 December 2020

The Companies listed in Schedule 1
(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

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

Signature: Jeffrey Lau
Name: Jeffrey Lau
Title: Solicitor
Date: 17 December 2020

CONTENTS

Clause	Page
1. INTERPRETATION	2
2. COVENANT TO PAY	3
3. CHARGING PROVISIONS	3
4. NEGATIVE PLEDGE	5
5. INCORPORATION OF TERMS FROM DEBENTURE	5
6. ADDITIONAL SECURITY	6
7. FINANCE DOCUMENT	6
8. FAILURE TO EXECUTE	6
9. NOTICES	6
10. GOVERNING LAW AND JURISDICTION	7
11. COUNTERPARTS	7
SCHEDULE 1 SUPPLEMENTAL CHARGORS	8
SCHEDULE 2 PROPERTIES	9
SCHEDULE 3 SHARES AND INVESTMENTS	18
SCHEDULE 4 INTELLECTUAL PROPERTY	21
SCHEDULE 5 BANK ACCOUNTS	24
SCHEDULE 6 INSURANCE POLICIES	25
SCHEDULE 7 PARTNERSHIP SHARES	26

THIS SUPPLEMENTAL DEBENTURE (this “Deed”) is made on 17 December 2020

BETWEEN:

- (1) THE COMPANIES listed in **Schedule 1** (*Supplemental Chargors*) with registered address 2nd Floor Alexander House, Church Path, Woking, Surrey, GU21 6EJ (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 (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 of this Deed; (ii) the 2014 Supplemental Security Deed (as defined below); (iii) the 2015 Supplemental Security Deed (as defined below); (iv) the 2015 Supplemental Debenture (as defined below); (v) the 2017 Supplemental Debenture (as defined below); and (vi) the 2018 Supplemental Debenture (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; (b) the 2014 Supplemental Security Deed; (c) the 2015 Supplemental Security Deed; (d) the 2015 Supplemental Debenture; (e) the 2017 Supplemental Debenture and (f) the 2018 Supplemental Debenture 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 Security Deed**” means the supplemental security deed (dated 28 January 2015) to the Debenture between ATG London Limited as supplemental chargor and the Security Agent.

“**2015 Supplemental Debenture**” means the supplemental debenture (dated 13 November 2015) to the Debenture between the Supplemental Chargors listed therein as supplemental chargor and the Security Agent.

“2017 Supplemental Debenture” means the supplemental debenture (dated 9 May 2017) to the Debenture between the Parent and the Supplemental Chargors listed therein as supplemental chargors and the Security Agent.

“2018 Supplemental Debenture” means the supplemental debenture (dated 8 October 2018) to the Debenture between the Supplemental Chargors listed therein as supplemental chargors and the Security Agent.

“Original Security” means the Security created under the Debenture as supplemented by (a) each Security Accession Deed entered into prior to the date of this Deed; (ii) the 2014 Supplemental Security Deed (iii) the 2015 Supplemental Security Deed; (iv) the 2015 Supplemental Debenture; (v) the 2017 Supplemental Debenture and (vi) the 2018 Supplemental Debenture.

“Senior Facilities Agreement” means the senior facilities agreement originally dated 27 November 2013 between, among others, the Parent and the Security Agent, as amended or amended and restated from time to time, including most recently amended pursuant to the consent request letter dated 24 September 2020 (as supplemented by the supplemental consent request dated 12 October 2020).

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 (as defined in the Senior Facilities Agreement) 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 Debenture, the 2017 Supplemental Debenture and the 2018 Supplemental Debenture shall be amended accordingly, and, in the case of paragraphs (vii) and (viii) above, the equivalent provisions of the 2014 Supplemental Security Deed and the 2015 Supplemental Security Deed 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.	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.	ATG 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	03716049
16.	Aylesbury Waterside Theatre Limited	03944591
17.	New Wimbledon Theatre Limited	04787118
18.	Playhouse Theatre Limited (formerly known as Maidstone Productions (Playhouse) Limited)	04510126
19.	Savoy Theatre Group Limited (formerly known as Maidstone Productions (Savoy) Limited)	05527723
20.	Savoy Theatre Holdings Limited	03669280
21.	Savoy Theatre Limited	00053830
22.	The Ticket Machine Group Limited	02638971
23.	ATG Productions Limited	09327475
24.	SFP Shows Limited (formerly known as SFP Productions Limited)	09330152
25.	ATG Entertainment Limited	09467208

SCHEDULE 2 PROPERTIES

Registered Land

Supplemental 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 6GO	Leasehold	SY671546

Supplemental 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).

Supplemental 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).

Supplemental 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).

Supplemental 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 (b) The Dressing Rooms, 9 Orange Street, London WC2H 7EA	(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)(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) 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.

Supplemental 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 (b) Leasehold	(a) NGL728709 (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.

Supplemental 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
		- (b) Box Office	(b)(ii) Leasehold	Under Lease
				dated 29
		- (c) Basement and Backstage	(c)(i) Leasehold	November 2013
			(c)(ii) Leasehold	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) NGL785996
				(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.

Supplemental 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).

Supplemental 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
			(b)(ii) Leasehold	REaLM Ground Rent Limited Partnership in favour of Savoy Theatre Limited for a period of 999 years (less 3 days).
				(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.

Unregistered Land

Supplemental Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold
[None at the date of this deed.]			

SCHEDULE 3
SHARES AND INVESTMENTS

Shares

Name of Supplemental Chargor which holds the shares	Name of company issuing shares	Number and class of shares
The Ambassador Theatre Group Limited	Theatre Royal Brighton Limited	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	1 ordinary share of £1.00
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	6 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	10 Ordinary A shares of £0.10 each 10 Ordinary B shares of £0.10 each
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
The Ambassador Theatre Group Limited	Theatre Management (Holdings) Limited	1,000 ordinary shares of £0.001 each
The Ticket Machine Group Limited	London Theatre Club Limited	200 ordinary shares of £1.00 each

Name of Supplemental 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 Supplemental Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
-------------------------------------	------------------	--------------------	-------------------------------------	--

None

Part 2
Trade Marks and Trade Mark Applications

Name of Supplemental Chargor	Territory	Trade Marks	Class No.	Registration No./ Application No.	Date of Registration/ Application
The Ambassador Theatre Group Limited	UK IPO	SAVOY THEATRE	41	UK00003380328	04/03/2019
The Ambassador Theatre Group Limited	UK IPO	AMBASSADORS THEATRE	41	UK00003380329	04/03/2019
The Ambassador Theatre Group Limited	UK IPO	APOLLO VICTORIA THEATRE	41	UK00003380319	04/03/2019
The Ambassador Theatre Group Limited	UK IPO	DUKE OF YORK'S THEATRE	41	UK00003380308	04/03/2019
The Ambassador Theatre Group Limited	UK IPO	FORTUNE THEATRE	41	UK00003380321	04/03/2019
The Ambassador Theatre Group Limited	UK IPO	HAROLD PINTER THEATRE	41	UK00003381033	06/03/2019

The Ambassador Theatre Group Limited	UK IPO	LYCEUM THEATRE	41	UK00003380311	04/03/2019
The Ambassador Theatre Group Limited	UK IPO	PHOENIX THEATRE	41	UK00003380331	04/03/2019
The Ambassador Theatre Group Limited	UK IPO	PICCADILLY THEATRE	41	UK00003380326	04/03/2019
The Ambassador Theatre Group Limited	UK IPO	PLAYHOUSE THEATRE	41	UK00003380324	04/03/2019

Part 3
Registered Designs and Applications for Registered Designs

Name of Supplemental Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
-------------------------------------	------------------	---------------	-------------------------------------	--

None

Part 4
Copyright Works and Unregistered Designs

Name of Supplemental 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 Supplemental	Description of Intellectual	Licensor	Date of Licence	Duration of
-----------------------------	------------------------------------	-----------------	------------------------	--------------------

Chargor

**Property
Licences**

Licence

None

**SCHEDULE 5
BANK ACCOUNTS**

**Part 1
Accounts**

Name of Supplemental Chargor	Name and address of institution at which account is held	Account Number	Sort Code
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
ATG London Limited	Nat West	REDACTED	REDACTED
Sonia Friedman Productions Limited	Nat West	REDACTED	REDACTED
Sonia Friedman Productions Limited	Nat West	REDACTED	-
Sonia Friedman Productions Limited	HSBC Bank plc	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
ATG Entertainment Limited	Nat West	REDACTED	REDACTED

SCHEDULE 6
INSURANCE POLICIES¹

Name of Supplemental Chargor	Insurer	Policy Number
The Ambassador Entertainment Group Limited, The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, Sonia Friedman Productions Limited, Woking Turnstyle Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Holdings Limited, Savoy Theatre Limited, The Ticket Machine Group Limited	Property Damage and Business Interruption	Ecclesiastical Insurance Office plc 02/IHG/0375822
The Ambassador Theatre Group Limited	Terrorism - Primary	Lloyds Underwriters via WTW Terrorism Facility B080114685L20
The Ambassador Theatre Group Limited	Terrorism - Excess	Lloyds Underwriters via WTW Terrorism Facility B080114686L20
The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Woking Turnstyle Limited, Playhouse Theatre Limited, Savoy Theatre Limited,	Employers Liability	Aspen Insurance Ltd I0ADWUM20A0E
The Ambassador Theatre Group (Venues) Limited, First Family Entertainment LLP, ATG London Limited, Woking Turnstyle Limited, Playhouse Theatre Limited, Savoy Theatre Limited	Employers Liability - Excess	QBE Europe SA/NV 0024025942

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).

SCHEDULE 7
PARTNERSHIP SHARES

Name of Supplemental 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:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP LIMITED acting by:

REDACTED

as Director:

ShanMae Teo

Witness:

REDACTED

Name:

Francesca Passey

Address:

39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation:

Executive 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: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP (VENUES) LIMITED acting by:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

FIRST FAMILY ENTERTAINMENT LLP acting by:

REDACTED

for and on behalf of: The Ambassador Theatre
Group (Venues) Limited as Member.

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATG LONDON LIMITED acting by:

REDACTED

as Director:

ShanMae Teo

Witness:

REDACTED

Name:

Francesca Passey

Address:

39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation:

Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SONIA FRIEDMAN PRODUCTIONS LIMITED acting by:

REDACTED

as Director: Sonia Friedman

Witness:

REDACTED

Name:

PATRICK BONE

Address:

REDACTED

Occupation:

Exec Production Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THEATRE ROYAL BRIGHTON LIMITED acting by:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

GLASGOW THEATRES LIMITED acting by:

REDACTED

as ~~Director~~: ShanMae Teo

Witness: REDACTED

Name: ^uFrancesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

WOKING TURNSTYLE LIMITED acting by:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

MILTON KEYNES THEATRE LIMITED acting by:

REDACTED

as Director: ShanMae Teo

REDACTED

Witness:

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE DUKE OF YORK'S THEATRE LIMITED acting by:

REDACTED _____

as Director: ✓

ShanMae Teo

REDACTED

Witness: _____

Name: _____

Francesca Passey

Address: _____

39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: _____

Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

STOKE-ON-TRENT THEATRES LIMITED acting by:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

CHURCHILL THEATRE BROMLEY LIMITED acting by:

REDACTED

as Director: ShanMae Teo

REDACTED

Witness:

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as/a DEED by

RICHMOND THEATRE LIMITED acting by:

REDACTED

as Director:

ShanMae Teo

REDACTED

Witness:

Name:

Francesca Passey

Address:

39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation:

Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

AYLESBURY WATERSIDE THEATRE LIMITED acting by:

REDACTED _____

as Director: ShanMae Teo

REDACTED

Witness: _____

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

NEW WIMBLEDON THEATRE LIMITED acting by:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

PLAYHOUSE THEATRE LIMITED (formerly known as Maidstone Productions (Playhouse) Limited) acting by:

REDACTED

as Director: ShanMae Teo

REDACTED

Witness: _____

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

EXECUTED as a DEED by

REDACTED

as Director: ShanMae Teo

Witness: _____

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE HOLDINGS LIMITED acting by:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE LIMITED acting by:

REDACTED _____

as Director: ShanMae Teo
REDACTED

Witness: _____

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE TICKET MACHINE GROUP LIMITED acting by:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATG PRODUCTIONS LIMITED acting by:

REDACTED

as Director: ShanMae Teo

REDACTED

Witness:

Name:

Francesca Passey

Address:

39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation:

Executive Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a **DEED** by

SFP SHOWS LIMITED (formerly known as SFP Productions Limited) acting by:

REDACTED

as Director: Sonia Friedman

Witness:

PATRICK BONE

Name:

REDACTED

Address:

REDACTED

Occupation:

Exec Production Assistant

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATG ENTERTAINMENT LIMITED acting by:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

Address: 39 - 41 Charing Cross Road, London, WC2H 0AR

Occupation: Executive Assistant

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by:

as Authorised Signatory: _____

REDACTED

BALJIT PUREWAL
AUTHORISED SIGNATORY

Witness: _____

REDACTED

Name: _____

AJAIKPAL PUREWAL

Address: _____

REDACTED

Occupation: _____

PROJECT MANAGER

Notice Details

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