

020504 / 6299

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

MR01

Particulars of a charge

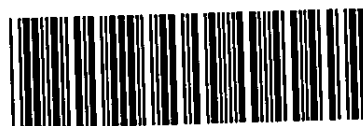
IRIS Laserform

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

You can use the WebFiling system
Please go to www.companieshouse.gov.uk

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

☐ What this form is NOT
You may not use this form to
register a charge where the
instrument Use form MF01



LD5 03/12/2013 #57
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

1 Company details

Company number 01444368

Company name in full The Ambassador Theatre Group (Venues) Limited

39

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 02/09/11 12/13

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

Description

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

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

Description

Please see continuation sheet

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

MR01 - continuation page
Particulars of a charge

4

Description

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

Description

Land The security document includes fixed security over real property as described in schedule 1 of the security document, including but not limited to the land and property known as The Hippodrome Theatre and 11 St Augustine's Parade and 10/10A St Augustine's Parade (for more details refer to schedule 1 of the security document)

Ships, aircraft and intellectual property none at the date of creation of the charge

MR01

Particulars of a charge

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Latham & Wathens

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Lucy Tavener

Company name Latham & Watkins (London) LLP

Address 99 Bishopsgate

Post town London

County/Region Greater London

Postcode E C 2 M 3 X F

Country

DX Reference 052023-0026

Telephone 02077101000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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: 1444368

Charge code: 0144 4368 0039

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2013 and created by THE AMBASSADOR THEATRE GROUP (VENUES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2013

Given at Companies House, Cardiff on 5th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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

GLOBAL SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 29 November 2013

Abh ly 2/12/2013

BETWEEN:

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

RECITAL:

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

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

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

1.2 Construction

Clauses 1.2 (*Construction*) to 1.9 (*Senior Facilities Agreement*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed

2. ACCESSION OF NEW CHARGORS

2.1 Accession

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

2.2 Covenant to pay

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

2.3 Specific Security

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest.

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

(b) by way of fixed charge:

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

2.4 Security Assignment

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

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

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

2.5 Floating charge

- (a) As further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of

itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.

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

2.6 Implied Covenants for Title

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

3. NEGATIVE PLEDGE

No New Chargor may.

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property under this deed (other than in respect of assets charged under Clause 2.5 (a) (*Floating Charge*) in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this deed,

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

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

5. DESIGNATION AS A FINANCE DOCUMENT

- This deed is designated as a Finance Document.

6. FAILURE TO EXECUTE

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. GOVERNING LAW

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

SIGNATORIES TO SECURITY ACCESSION DEED

THE NEW CHARGORS

The Ambassador Theatre Group Limited

EXECUTED AS A DEED

By: The Ambassador Theatre Group Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

Nicola King

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS
ASSISTANT

Occupation of witness

The Ambassador Theatre Group Overseas Holdings Limited

EXECUTED AS A DEED

By. The Ambassador Theatre Group Overseas Holdings Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

The Ambassador Theatre Group (Venues) Limited

EXECUTED AS A DEED

By: The Ambassador Theatre Group (Venues) Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 LITTING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

First Family Entertainment LLP

EXECUTED AS A DEED

By: First Family Entertainment LLP

[REDACTED]

Signature of Member

THE AMBASSADOR THEATRE GROUP
in the presence of (VENUES) LIMITED

Name of Member

[REDACTED]

Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS
ASSISTANT

Occupation of witness

ATG London Limited

EXECUTED AS A DEED

By ATG London Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

Sonia Friedman Productions Limited

EXECUTED AS A DEED

By Sonia Friedman Productions Limited



Signature of Director

ROSEMARY SQUIRE

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS
ASSISTANT

Occupation of witness

Theatre Royal Brighton Limited

EXECUTED AS A DEED

By Theatre Royal Brighton Limited

[REDACTED]

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

[REDACTED]

Signature of witness

NICOLA CRINE

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

Glasgow Theatres Limited

EXECUTED AS A DEED

By. Glasgow Theatres Limited

[REDACTED]

Signature of Director

PETER KAVADAGH

Name of Director

in the presence of

[REDACTED]

Signature of witness

NICOLA RUDG

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS
ASSISTANT

Occupation of witness

Woking Turnstyle Limited

EXECUTED AS A DEED

By. Woking Turnstyle Limited)

[REDACTED]

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

[REDACTED]

Signature of witness

Nicola King

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS
ASSISTANT

Occupation of witness

Milton Keynes Theatre Limited

EXECUTED AS A DEED

By: Milton Keynes Theatre Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

34-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

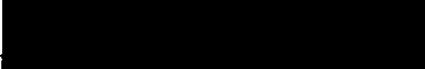
LEGAL AND BUSINESS AFFAIRS
ASSISTANT

Occupation of witness

The Duke of York's Theatre Limited

EXECUTED AS A DEED

By, The Duke of York's Theatre Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

Stoke-on-Trent Theatres Limited

EXECUTED AS A DEED

By Stoke-on-Trent Theatres Limited

[REDACTED]

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

[REDACTED]

Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

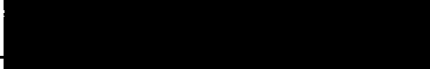
Occupation of witness

ASSISTANT

Churchill Theatre Bromley Limited

EXECUTED AS A DEED

By Churchill Theatre Bromley Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA RING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

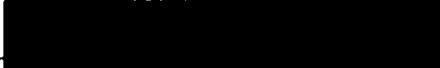
LEGAL AND BUSINESS AFFAIRS
ASSISTANT

Occupation of witness

Richmond Theatre Limited

EXECUTED AS A DEED

By, Richmond Theatre Limited



Signature of Director

PETER KAVANAGH

Name of Director

in the presence of



Signature of witness

NICOLA KING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS

Occupation of witness

ASSISTANT

Aylesbury Waterside Theatre Limited

EXECUTED AS A DEED

By: Aylesbury Waterside Theatre Limited

[REDACTED]

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

[REDACTED]

Signature of witness

NICOLA CRING

Name of witness

39-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS

Occupation of witness

AFFAIRS ASSISTANT

New Wimbledon Theatre Limited

EXECUTED AS A DEED

By New Wimbledon Theatre Limited

[REDACTED]

Signature of Director

PETER KAVANAGH

Name of Director

in the presence of

[REDACTED]

Signature of witness

NICOLA RING

Name of witness

34-41 CHARING CROSS ROAD

Address of witness

LONDON

WC2H 0AR

LEGAL AND BUSINESS AFFAIRS
ASSISTANT

Occupation of witness

THE COMPANY

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

Director [REDACTED]

Name ROBERT SUDO

Witness [REDACTED]

Name FRANCES BALL

Address. 28 ST GEORGE STREET, W1S 2FA

Occupation PERSONAL ASSISTANT

THE SECURITY AGENT

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

Authorised signatory _____

Name _____

Witness _____

Name _____

Address _____

Occupation _____

HSBC Bank plc

8 Canada Square

London

E14 5HQ

Notice Details

Address: 8 Canada Square London E14 5HQ

Facsimile +44 20 7991 4350

Attention +44 20 7991 8888

Email _____

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

PROPERTIES

Registered Land, and land subject to compulsory first registration

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No./Description of Land
The Ambassador Theatre Group (Venues) Limited	Bristol	The Hippodrome Theatre and 11 St Augustine's Parade and 10/10A St Augustine's Parade, Bristol BS1 4UZ	(a) Freehold	(a) AV97074 and AV55313
			(b) Leasehold	(b) an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for a period of 999 years (less 3 days).
Milton Keynes Theatre Limited	Milton Keynes	Milton Keynes Theatre, Midsummer Boulevard, Central Milton Keynes, MK9 3QA	Leasehold	an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of Milton Keynes Theatre Limited for a term expiring on 13 December 2100.
Woking Turnstyle Limited	Woking, Surrey	The Arts and Entertainment Area, The Peacocks, Woking, Surrey GU21 6GQ	Leasehold	SY671546
The Ambassador Theatre Group	Liverpool	Liverpool Empire Theatre, Lime	Leasehold	MS489346

(Venues) Limited		Street, Liverpool L1 1JE		
The Ambassador Theatre Group (Venues) Limited	Manchester	Opera House, Quay Street, Manchester M3 3HP	(a) Freehold (b) Leasehold (ii) Leasehold	(a) LA251686 (b) an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for a period of 999 years (less 3 days).
The Ambassador Theatre Group (Venues) Limited	Manchester	The Palace Theatre, Oxford Street, Manchester M1 6FT	(a) Freehold (b) Leasehold	(a) LA105579 (b) an Under Lease granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for a period of 999 years (less 3 days).
The Ambassador Theatre Group (Venues) Limited	London	Apollo Victoria Theatre, 17 Wilton Road, London SW1V 1LG	(a) Freehold (b) Leasehold	(a) 321597 (b) an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for a period of 999 years (less 3 days).

The Duke of London York's Theatre Limited	Duke of York's Theatre, St Martin's Lane, London WC2N 4BG	(a) Freehold (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 London London Limited	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)
ATG London London Limited	(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	(a)(i) Freehold (a)(ii) Leasehold (b)(i) Leasehold (b)(ii) Leasehold	(a)(i) NGL785999 (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) a Head Lease dated 31 July 2003 between Martin's

				<p>Estates (Clerkenwell) Limited and ATG London Limited for a period of 999 years from 31 July 2003, registered under title number NGL839345</p> <p>(b) (ii) an Underlease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of ATG London Limited for the period until 24 July 3002.</p>
The Ambassador Theatre Group (Venues) Limited	London	<p>The Lyceum Theatre, 21 Wellington Street, London WC2E 7RQ</p>	<p>(a) Leasehold</p> <p>(b) Leasehold</p>	<p>(a) NGL728709</p> <p>(b) an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for the period until 15 November 2138</p>
ATG Limited	London London	<p>(a) Phoenix Theatre, Charing Cross Road, London WC2H 0JP:</p> <p>- (b) Box Office</p> <p>- (c) Basement and Backstage</p>	<p>(a)(i) Freehold</p> <p>(a)(ii) Leasehold</p> <p>(b)(i) Leasehold</p> <p>(b)(ii) Leasehold</p> <p>(c)(i) Leasehold</p>	<p>(a)(i) NGL785998</p> <p>(a)(ii) an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in</p>

		(c)(ii) Leasehold	favour of ATG London Limited for a period of 999 years (less 3 days).
			(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.
ATG Limited	London London	The Piccadilly Theatre, Sherwood Street, London W1D 7DY	(a) Freehold (b) Leasehold (a) LN30890 (b) an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of ATG London Limited for a period of 999 years (less 3 days).

SCHEDULE 2
SHARES AND INVESTMENTS

Shares

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	2 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Glasgow Theatres Limited	1 ordinary share of £1.00
The Ambassador Theatre Group Limited	New Wimbledon Theatre Limited	3 ordinary shares of £1 00 each



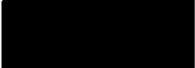














The Ambassador Theatre Group Limited	Highland Fling Japan Limited	2 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Screenstage Limited	500,000 ordinary shares of £1.00 each
The Ambassador Theatre Group Limited	Screenstage Productions Limited	1 ordinary share of £1.00
The Ambassador Theatre Group Limited	The Ambassador Theatre Group Overseas Holdings Limited	4 ordinary shares of £1.00 each
ATG London Limited	Maidstone Productions (Playhouse) Limited	156 ordinary shares of £1.00 each
ATG London Limited	Maidstone Productions (Savoy) Limited	100 ordinary shares of £1.00 each





Investments

None

SCHEDULE 4**BANK ACCOUNTS**

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

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

The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05
The Ambassador Theatre Group (Venues) Limited	Nat West		60-40-05

SCHEDULE 5

INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited	Ecclesiastical Insurance Office plc	021HG602573
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited	AXA Insurance UK plc	LC COM 6777692
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited,	AIG Europe Ltd — —	25029273
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre	QBE Casualty Syndicate 386	13PL249114JA

Royal Brighton Limited, Churchill
Theatre Bromley Limited, The Duke of
York's Theatre Limited, Glasgow
Theatres Limited, Milton Keynes Theatre
Limited, Richmond Theatre Limited,
Stoke-on-Trent Theatres Limited, New
Wimbledon Theatre Limited, Woking
Turnstyle Limited, Sonia Friedman
Productions Limited, Aylesbury
Waterside Theatre Limited

The Ambassador Theatre Group Limited,
The Ambassador Theatre Group
(Venues) Limited, ATG London Limited,
First Family Entertainment LLP, Theatre
Royal Brighton Limited, Churchill
Theatre Bromley Limited, The Duke of
York's Theatre Limited, Glasgow
Theatres Limited, Milton Keynes Theatre
Limited, Richmond Theatre Limited,
Stoke-on-Trent Theatres Limited, New
Wimbledon Theatre Limited, Woking
Turnstyle Limited, Sonia Friedman
Productions Limited, Aylesbury
Waterside Theatre Limited

The Ambassador Theatre Group Limited,
The Ambassador Theatre Group
(Venues) Limited, ATG London Limited,
First Family Entertainment LLP, Theatre
Royal Brighton Limited, Churchill
Theatre Bromley Limited, The Duke of
York's Theatre Limited, Glasgow
Theatres Limited, Milton Keynes Theatre
Limited, Richmond Theatre Limited,
Stoke-on-Trent Theatres Limited, New
Wimbledon Theatre Limited, Woking
Turnstyle Limited, Sonia Friedman
Productions Limited, Aylesbury
Waterside Theatre Limited

The Ambassador Theatre Group Limited,
The Ambassador Theatre Group
(Venues) Limited, ATG London Limited,
First Family Entertainment LLP, Theatre
Royal Brighton Limited, Churchill
Theatre Bromley Limited, The Duke of
York's Theatre Limited, Glasgow
Theatres Limited, Milton Keynes Theatre
Limited, Richmond Theatre Limited,
Stoke-on-Trent Theatres Limited, New
Wimbledon Theatre Limited, Woking
Turnstyle Limited, Sonia Friedman
Productions Limited, Aylesbury
Waterside Theatre Limited,

The Ambassador Theatre Group Limited,

AIG Europe Ltd and
CNA Insurance and
XL Insurance
Company Ltd

24022658

HSB Engineering
Insurances Limited

H7L096320

HSB Engineering
Insurances Limited

H7L153613/BLUCOM

AIG Europe Ltd

10584386

The Ambassador Theatre Group
(Venues) Limited, ATG London Limited,
First Family Entertainment LLP, Theatre
Royal Brighton Limited, Churchill
Theatre Bromley Limited, The Duke of
York's Theatre Limited, Glasgow
Theatres Limited, Milton Keynes Theatre
Limited, Richmond Theatre Limited,
Stoke-on-Trent Theatres Limited, New
Wimbledon Theatre Limited, Woking
Turnstyle Limited, Sonia Friedman
Productions Limited, Aylesbury
Waterside Theatre Limited

The Ambassador Theatre Group Limited, 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	ACE European Group	UBBC66057
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The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited	Chubb Insurance Company of Europe SE	82148417F
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The Ambassador Theatre Group (Venues) Limited	Chubb Insurance Company of Europe SE	82263005C
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The Ambassador Theatre Group (Venues) Limited	HCC Speciality Underwriting Ltd	13OCC18045HA
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The Ambassador Theatre Group (Venues) Limited	HCC Speciality Underwriting Ltd	13OCC17865HA
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The Ambassador Theatre Group Limited (Run-off Directors and Officers Liability cover)	Chubb Insurance Company of Europe SE	81864555
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SCHEDULE 6

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

SCHEDULE 7

THE NEW CHARGORS

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

The Ambassador Theatre Group Limited (2671052)

The Ambassador Theatre Group Overseas Holdings Limited (8458696)

The Ambassador Theatre Group (Venues) Limited (1444368)

First Family Entertainment LLP (OC 310596)

ATG London Limited (3902727)

Sonia Friedman Productions Limited (4302464)

Theatre Royal Brighton Limited (3735154)

Glasgow Theatres Limited (4423391)

Woking Turnstyle Limited (02699637)

Milton Keynes Theatre Limited (3490333)

The Duke of York's Theatre Limited (592528)

Stoke-on-Trent Theatres Limited (03507468)

Churchill Theatre Bromley Limited (03944535)

Richmond Theatre Limited (3716049)

Aylesbury Waterside Theatre Limited (03944591)

New Wimbledon Theatre Limited (04787118)