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CHFP025

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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1111

2671052

Name of company

* The Ambassador Theatre Group Limited (the "Chargor")

Date of creation of the charge

8 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Amendment deed made between the Chargor (1), the Bank (2) and National
Westminster Bank Plc (3) (the "Deed")

Amount secured by the mortgage or charge

Please see attached schedule 1

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland Plc as agent for National Westminster Bank Plc
280 Bishopsgate, London
(the "Bank")

Postcode EC2M 4RB

Presentor's name address and
reference (if any)

Taylor Wessing LLP

Carmelite

50 Victoria Embankment

London

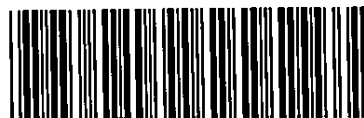
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Ref. AKG/IMB/SGS

Time critical reference

RBS-7-43/Deed ShChg TATG

For official Use
Mortgage Section



PMO 22/10/08
COMPANIES HOUSE

1

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

Please do not
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*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed Taylor Waring LLP Date 21 October 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

*† delete as
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Definitions

In the Form 395 and schedules the following expressions shall have the following meanings

"Agreement" means a loan agreement dated 3 November 2005 made between the Chargor (1) and the Bank (2),

"Charged Property" means the assets charged to the Bank by the Deed of Charge,

"Deed of Charge" means the charge of shares between the Chargor (1) and the Bank (2) dated 4 November 2005,

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien, trust, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and lease back or sale and repurchase arrangement) having or intended to have a similar effect,

"Enforcement Event" means any of the following events

- (a) a failure by the Chargor to pay any Secured Liability on the date on which it is due,
- (b) a failure by the Chargor to pay on demand any Secured Liability which is payable on demand, or
- (c) any event by virtue of which any Secured Liability becomes due before the date on which it would otherwise be due for payment,

"Finance Documents" has the same meaning as in the Agreement,

"Group" means The Ambassador Theatre Group Limited and its wholly owned subsidiaries,

"Investments" means

- (a) 50 ordinary shares of £1 00 each in the issued share capital of Maidstone Productions (Savoy) Limited (the "**Company**"), and
- (b) all other stocks, shares and other securities of the Company now or at any time after the date of the Deed of Charge owned by the Chargor including any offered by way of redemption, bonus, preference or option or otherwise in respect of any of the shares referred to in (a) above,

and any income, offer, right or benefit in respect of any such investment

SCHEDULE 1

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to National Westminster Bank plc whether owed jointly or severally, as principal or surety or in any other capacity and including all liabilities owed or expressed to be owed under or in connection with

- (a) a loan agreement dated 3 November 2005 between The Ambassador Theatre Group Limited and The Royal Bank of Scotland plc as agent for National Westminster Bank plc and the Finance Documents referred to in such loan agreement,
- (b) an account management agreement between certain members of the Group and National Westminster Bank plc, and
- (c) any other present or future finance arrangements between any member of the Group and National Westminster Bank plc whether entered into by National Westminster Bank plc as principal or through the agency of The Royal Bank of Scotland plc,

(the "**Secured Liabilities**")

SCHEDULE 2

Short particulars of all the property mortgaged or charged

1. Security

1 1 As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee charged to the Bank by way of fixed charge

(a) the Investments, and

(b) all dividends, interest and other money payable to the Chargor in respect of the Investments

2. Negative Covenants

2 1 The Chargor shall not except with the prior written consent of the Bank

(a) sell, transfer or otherwise dispose or purport to dispose of any interest in or grant any right over any Charged Property, or

(b) create, agree to create or allow to remain outstanding any Encumbrance over any Charged Property



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2671052
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AMENDMENT DEED DATED 8
OCTOBER 2008 AND CREATED BY THE AMBASSADOR
THEATRE GROUP LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL
BANK OF SCOTLAND PLC AS AGENT FOR NATIONAL
WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 22 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 OCTOBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES