

MR04

Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

What this form is NOT for
You may not use this form to
register a statement of satisfacti
in full or in part of a mortgage
charge against an LLP Use fo
LL MR04

FRIDAY



A35 *A2NN270A* #124
20/12/2013
COMPANIES HOUSE

1 Company details

Company number: 2 6 7 1 0 5 2

Company name in full: The Ambassador Theatre Group Limited
(the "Chargor")

→ **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 ①

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C
→ On or after 06/04/2013 Complete Part B and Part C

① **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date: d1 8 m0 5 y2 y0 y1 y1

② **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description: SUPPLEMENTAL LEGAL CHARGE to a debenture dated 13 October 2010 (the "Deed")

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

A3

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
	<p>1. GRANT OF SECURITY</p> <p>1.1 Nature of security</p> <p>All Security and dispositions created or made by the Deed are created or made</p> <p>(a) in favour of the Security Agent,</p> <p>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>(c) as continuing security for payment of the Secured Obligations.</p> <p>1.2 Legal charge</p> <p>The Chargor charged and agreed to charge by way of first legal mortgage all of its present and future right, title and interest in and to the Charged Property and (to the extent not so charged)</p> <p>(a) all buildings and fixtures (including trade fixtures but excluding any fixtures which a tenant would be entitled to remove from any such property at the expiration of any occupational lease or sooner) and fixed plant and machinery at any time on the Charged Property,</p> <p>(b) all easements, servitudes, rights and agreements in respect thereof,</p> <p>(c) all rents from, or proceeds of sale of, the whole or any part of the Charged Property, and</p> <p>(d) the benefit of all covenants given in respect of the Charged Property</p> <p>(continued on the continuation page)</p>	

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 **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 Jon FOX

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000

 **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
- Part A Charges created before 06/04/2013**
- You have given the charge date
- You have completed the Description of instrument and Short particulars in Sections A2 and A3
- Part B Charges created on or after 06/04/2013**
- You have given the charge code.
- Part C To be completed for all charges**
- You have ticked the appropriate box in Section C1
- You have given the details of the person delivering this statement in Section C2
- You have signed the form

 **Important information**

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

 **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

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Short particulars

Please give the short particulars of the property or undertaking charged

1.3 Application of Debenture provisions

The Security created by the Deed is created "pursuant to the Debenture" and

(a) all references in the Debenture to the "Security Assets" include the Charged Property and the other assets charged by the Deed, and to the "Debenture Security" includes the Security created by or pursuant to the Deed; and

(b) all provisions of the Debenture relating to the "Security Assets" or the "Debenture Security" (including, without limitation, obligations of the Chargor and rights of enforcement) apply respectively to the Charged Property and the other assets charged by the Deed and to the Security created by the Deed

1.4 Restriction

The Chargor shall apply to the Chief Land Registrar (and consented to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to the Charged Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 18 May 2011 in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register or by a conveyancer acting for the proprietor of the charge"

2. SUPPLEMENTAL DEED

2.1 Debenture

(a) The Deed is supplemental to the Debenture.

(continued on continuation page)

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(b) The Deed is a Finance Document

(c) From 18 May 2011 the provisions of the Debenture and of the Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in the Deed.

2.2 Continuance in force

For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (except as amended by the Deed) continue to apply and remain in full force and effect.

3 CONTINUING SECURITY

3.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture and the Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

3.2 Additional and separate security

Each of the Debenture and the Deed are in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

3.3 Right to enforce

The Debenture and the Deed may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

(continued on the continuation page)

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4. LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Debenture or the Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

5. UNDERTAKINGS BY THE CHARGOR

5.1 Negative pledge and Disposals

The Chargor shall not do any of the following without the prior written consent of the Security Agent

(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Transaction Security Documents and except for any Permitted Security as permitted by the Senior Facilities Agreement (on or before the Senior Discharge Date) and thereafter the Mezzanine Facility Agreement; or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the Senior Facilities Agreement (on or before the Senior Discharge Date) and thereafter the Mezzanine Facility Agreement)

5.2 Security Assets generally

The Chargor shall.

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(a) not, except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement (before the Senior Discharge Date) and thereafter under the Mezzanine Facility Agreement) where the entry into of such obligation has or is reasonably likely to have a Material Adverse Effect, and

(b) not do, cause or permit to be done anything which would be reasonably likely in any way to materially depreciate, materially jeopardise or otherwise materially prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

6. SET-OFF

6.1 Set-off rights

(a) Following a Declared Default, the Security Agent and each other Secured Party may set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Security Agent or that Secured Party) against any matured obligation owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

(b) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the setoff

6.2 Time deposits

If any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when

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(a) the Debenture Security has become enforceable; and

(b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing

7. FURTHER ASSURANCES

7.1 Further action

The Chargor shall at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require (in favour of either the Security Agent or a Receiver or their nominees)) provided that, in the case of any additional Transaction Security Document, the form of such document is consistent with, and on terms no more onerous than, the then-existing Transaction Security Documents in

(a) creating, perfecting or protecting the Security intended to be created by the Debenture, the Deed or any other Transaction Security Document (including the Deed) (which may include the re-execution of the Debenture, the Deed or any other Transaction Security Document or the execution of a mortgage, charge, transfer, conveyance, assignation, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security),

(b) facilitating the realisation of any Security Asset which are, or are intended to be, subject to the Transaction Security, or

(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or

(continued on continuation page)

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any Delegate in respect of any Security Asset which is provided by or pursuant to the Finance Documents or by law.

7.2 Finance Documents

The Chargor shall take all such action as is available to it (including the giving of any notice, order or direction and the making of all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents.

8. POWER OF ATTORNEY

The Chargor, following a Declared Default (or prior to a Declared Default if the Chargor has failed to comply with clause 20 (Further assurances) of the Debenture and such failure has not been remedied within 10 Business Days of the Security Agent giving notice to the Chargor of such failure to comply) by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under the Debenture, including under clause 20 (Further assurances) of the Debenture. The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under clause 21 (Power of attorney) of the Debenture

9. MISCELLANEOUS

9.1 Tacking

(a) Each Finance Party shall perform its obligations under the Senior Facilities Agreement and the Mezzanine Facility Agreement (including any obligation to make available further advances)

(b) Each of the Debenture and the Deed secures advances already made and further advances to be made.

