

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

THURSDAY



AQ9JTOFO
A21 21/10/2010 85
COMPANIES HOUSE

For official use

1

Company details

Company number 2 6 9 9 6 3 7
Company name in full WOKING TURNSTYLE LIMITED (the "Chargor")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d1 d3 m1 m0 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description GROUP DEBENTURE (the "Deed")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of each Obligor to the
Security Agent and/or the other Secured Parties (or
any of them) under or pursuant to any Finance
Document (including all monies covenanted to be
paid under the Deed) ("Secured Obligations")

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1. GRANT OF SECURITY**1 1 Nature of security**

(a) All Security and dispositions created or made by or pursuant to the Deed (including for the avoidance of doubt any Accession Deed) are created or made

(1) in favour of the Security Agent;

(11) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case with all covenants implied therein pursuant to that Act being (1) subject to and qualified by reference to any Permitted Security and any matter referred to in the Reports on Title and (11) construed with the omission of section 4(1)(b) of that Act; and

(111) as continuing security for payment of the Secured Obligations

(b) Nothing in clause 3 1(a) (Nature of security) of the Deed shall limit the representation given by the Obligors at clause 21.19 (Ranking) of the Senior Facilities Agreement and clause 20 19 (Ranking) of the Mezzanine Facility Agreement

1 2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

continued on the continuation page

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	N/A	
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9	Signature Please sign the form here Signature X <u>OLA Piper UK LLP</u> X This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 FIXED SECURITY</p> <p>2 1 Fixed charges</p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>(a) by way of first legal mortgage the Real Property specified in, and in respect of the Chargor specified in, part 1 of the schedule hereto (Details of Security Assets),</p> <p>(b) by way of first fixed charge.</p> <p>(1) all other Real Property and all interests in Real Property (not charged by clause 4 1(a) of the Deed), but excluding any Rack Rent Leases and the Scottish Real Property and all interests in the Scottish Real Property;</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(111) the proceeds of sale of all Real Property,</p> <p>(c) by way of first fixed charge all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;</p> <p>(d) by way of first fixed charge</p> <p>(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed), and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same,</p> <p>other than any which are for the time being part of the Chargor's stock-in-trade or work-in-progress,</p> <p>(e) by way of first fixed charge</p> <p>(1) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets); and</p> <p>(11) all other Charged Securities (not charged by clause 4 1(e) (1) of the Deed),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;</p> <p>(f) by way of first fixed charge</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(1) the Partnership Shares referred to in part 6 of the schedule hereto (Details of Security Assets); and</p> <p>(11) all other Partnership Shares (not charged by clause 4 1(f)(1) of the Deed),</p> <p>(g) by way of first fixed charge</p> <p>(1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,</p> <p>(11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and</p> <p>(111) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4 1(g)(1) or 4 1(g)(11) of the Deed) and all monies at any time standing to the credit of such accounts (save for the Show Escrow Accounts, the Show Conduit Accounts and any Excluded Cash Account and any monies at any time standing to the credit of the Show Escrow Accounts, the Show Conduit Accounts and any Excluded Cash Account),</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(h) by way of first fixed charge the Intellectual Property,</p> <p>(1) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments) of the Deed, by way of first fixed charge such Assigned Asset,</p> <p>(j) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>(11) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it,</p> <p>(k) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor; and</p> <p>(l) by way of first fixed charge all Receivables not assigned under clause 4 2 (Security assignments) of the Deed.</p> <p>2.2 Security assignments</p> <p>The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) the Relevant Contracts, all right and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;</p> <p>(b) each of the following</p> <p>(1) each present and future Key-man Policy,</p> <p>(11) all Insurances specified in part 4 of the schedule hereto (Details of Security Assets), and</p> <p>(111) all other Insurances (not assigned by clause 4 2(b)(11) of the Deed),</p> <p>and all claims under the Insurances and all proceeds of the Insurances, and</p> <p>(c) all other Receivables (not assigned under clauses 4.2(a) or 4 2(b) of the Deed)</p> <p>To the extent that any Assigned Asset described in clause 4 2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances</p> <p>2 3 Assigned Assets</p> <p>The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p>2 4 Leases Restricting Charging</p> <p>(a) There shall be excluded from the charge created by clause 4 1 (Fixed charges) of the Deed and from the operation of clause 20 (Further assurances) of the Deed any leasehold property held by the Chargor under a lease which precludes the Chargor from creating any charge over its leasehold interest in that property (each a "Consent Property") until the relevant consent, condition or waiver has been satisfied or obtained</p> <p>(b) The Consent Properties held by the Chargor as at 13 October 2010 are listed at part 7 of the schedule hereto</p> <p>(c) For each Consent Property, the Chargor undertook to apply for the relevant consent or waiver of prohibition or condition within fourteen days of 13 October 2010 and, in respect of each Consent Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as reasonably practicable and to keep the Security Agent informed of the progress of its negotiations</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(d) Forthwith upon receipt of the relevant waiver or consent, the relevant Consent Property shall stand charged to the Security Agent under clause 4 1 (Fixed charges) of the Deed. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will promptly execute a valid legal mortgage in such form as the Security Agent shall reasonably require (provided that such legal mortgage is in a form which is consistent with and on terms no more onerous than the Deed)

(e) For the avoidance of doubt, the provisions of this clause shall not apply to the Scottish Real Property

2 5 Theatre Agreements restricting charging

By its signature of the Deed, the Chargor consented to the charging of the benefit of any Theatre Agreement to which it is a party, by any other Company pursuant to the terms of the Transaction Security Documents

3 FLOATING CHARGE

The Chargor charged and agreed to charge by way of first floating charge all of its present and future.

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 (Fixed charges) of the Deed, clause 4 2 (Security assignments) of the Deed or any other provision of the Deed (but excluding the Show Escrow Accounts, the Show Conduit Accounts and any Excluded Cash Account and all monies at any time standing to the credit of the Show Escrow Accounts, the Show Conduit Accounts and any Excluded Cash Account), and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland which are not the subject of a standard security

4 CONVERSION OF FLOATING CHARGE

4 1 Conversion by notice

The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if

(a) a Declared Default has occurred; or

(b) the Security Agent considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>4.2 Small companies</p> <p>The floating charge created under the Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor</p> <p>4 3 Automatic conversion</p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge.</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if</p> <p>(1) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or</p> <p>(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p> <p>(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)</p> <p>4.4 Scottish property</p> <p>Clause 6 3 (Automatic conversion) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p> <p>4 5 Partial conversion</p> <p>The giving of a notice by the Security Agent pursuant to clause 6.1 (Conversion by notice) of the Deed in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties</p>	

MG01 - continuation page
Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>5 CONTINUING SECURITY</p> <p>5 1 Continuing security</p> <p>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 Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p>5 2 Additional and separate security</p> <p>The Deed is 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.</p> <p>5 3 Right to enforce</p> <p>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.</p> <p>6 LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS</p> <p>Notwithstanding anything contained in 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.</p> <p>7. UNDERTAKINGS BY THE CHARGOR</p> <p>7.1 Negative pledge and Disposals</p> <p>The Chargor shall not do any of the following without the prior written consent of the Security Agent:</p> <p>(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</p> <p>(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)</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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7 2 Security Assets generally

The Chargor shall

(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)

7 3 Dealings with and realisation of Receivables and Collection Accounts

The Chargor shall without prejudice to clause 11 1 (Negative pledge and Disposals) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable (other than to collect in the ordinary course of its business)

7 4 Operation of Collection Accounts

On and after the occurrence of a Declared Default, the Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

7.5 Operation of Cash Collateral Accounts

The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Senior Facilities Agreement, the Mezzanine Facility Agreement (after the Senior Discharge Date) or the Intercreditor Agreement or with the prior written consent of the Security Agent (and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer)

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>7 6 Scottish Real Property undertakings</p> <p>There shall be excluded from the operation of clause 20 (Further assurances) of the Deed any leasehold property situated in Scotland held by the Chargor under a lease which precludes the Chargor from creating any charge over its leasehold interest in that property (each a "Scottish Consent Property") until the relevant consent, condition or waiver has been satisfied or obtained. The Scottish Consent Properties held by the Chargor as at 13 October 2010 are listed at part 8 of the schedule hereto.</p> <p>8 SET-OFF</p> <p>8.1 Set-off rights</p> <p>(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</p> <p>(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 set-off</p> <p>8.2 Time deposits</p> <p>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</p> <p>(a) the Debenture Security has become enforceable, and</p> <p>(b) no Secured Obligation is due and payable,</p> <p>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.</p>	

MG01 - continuation page
Particulars of a mortgage or charge

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Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>9. FURTHER ASSURANCES</p> <p>9.1 Further action</p> <p>The Chargor shall (and the Parent shall procure that 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</p> <p>(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document (which may include the re-execution of 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),</p> <p>(b) facilitating the realisation of any Security Asset which are, or are intended to be, subject to the Transaction Security, or</p> <p>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset which is provided by or pursuant to the Finance Documents or by law</p> <p>9 2 Finance Documents</p> <p>The Chargor shall (and the Parent shall procure that each member of the Group 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</p> <p>10 POWER OF ATTORNEY</p> <p>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 Deed and such failure has not been remedied within 10 Business Days of the Security Agent giving notice to the Chargor and/or the Parent 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 Deed, including under clause 20 (Further assurances) of the Deed 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 Deed.</p>	

MG01 - continuation page

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11 MISCELLANEOUS

11.1 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) The Deed secures advances already made and further advances to be made

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this form</p> <p>"Accession Deed" means an accession deed substantially in the form set out in schedule 6 (Form of Accession Deed) to the Deed or in such other form as the Parent and the Security Agent may otherwise agree each acting reasonably,</p> <p>"Acquisition Agreement" means the sale and purchase agreement dated 2 November 2009 relating to the sale and purchase of the Target Shares and made between The Ambassador Theatre Group Limited, Apollo Leisure Group Limited and Live Nation, Inc,</p> <p>"Agent" means, until the Senior Discharge Date, HSBC Bank plc, and thereafter Babson Capital Europe Limited;</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed;</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London,</p> <p>"Cash Collateral Accounts" means each:</p> <ul style="list-style-type: none"> (a) Mandatory Prepayment Account, (b) Holding Account, and (c) Specified Property Holding Account, <p>(each as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (Details of Security Assets),</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p>"Charged Securities" means</p> <ul style="list-style-type: none"> (a) the securities specified in part 2 of the schedule hereto (Details of Security Assets), and (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 13 October 2010) as at 13 October 2010 or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf 	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>or in which the Chargor has an interest at any time, other than (unless and until any requisite consents have been obtained) the JV Securities and any future JV Securities;</p> <p>"Collection Account" has the meaning given to that term in clause 11.7(a) (111) of the Deed,</p> <p>"Company" means the original chargors party to the Deed (including the Chargor), and any other company which accedes to the Deed pursuant to an Accession Deed,</p> <p>"Consent Property" has the meaning given to that term in clause 4 5 (a) of the Deed,</p> <p>"Credit Card Facility Provider" means as at 13 October 2010 National Westminster Bank plc (trading as Streamline);</p> <p>"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed,</p> <p>"Declared Default" means an Event of Default in respect of which any notice has been issued or rights exercised by:</p> <p>(a) the Agent under the Senior Facilities Agreement (meaning HSBC Bank plc) under clause 25 19 (Rights on a default) of the Senior Facilities Agreement; or</p> <p>(b) the Agent under the Mezzanine Facility Agreement (meaning Babson Capital Europe Limited) under clause 24 19 (Rights on a default) of the Mezzanine Facility Agreement,</p> <p>PROVIDED THAT in relation to paragraphs (c) and (e) of clause 25.19 (Rights on a default) of the Senior Facilities Agreement and paragraphs (c) and (e) of clause 24.19 (Rights on a default) of the Mezzanine Facility Agreement, a Declared Default shall only arise when actual demand is made pursuant to such paragraphs,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;</p> <p>"Disposal" has the meaning given to that term in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement;</p> <p>"Event of Default" means each Event of Default as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement,</p> <p>"Excluded Cash Account" means the blocked account of the Parent into which £4,000,000 is to be paid in accordance with the Funds Flow Statement (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement),</p> <p>"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents;</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Finance Party" means any Senior Finance Party and any Mezzanine Finance Party,</p> <p>"Group" means the Parent and each of its Subsidiaries (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) for the time being (excluding all Permitted Joint Ventures and Permitted Show Conduits (each as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement)),</p> <p>"Insurances" means all policies of insurance which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation</p> <p>(a) all present and future Key-man Policies, and</p> <p>(b) the policies of insurance (if any) specified in part 4 of the schedule hereto (Details of Security Assets)),</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may as at 13 October 2010 or in the future subsist), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of the Chargor (which may as at 13 October 2010 or in the future subsist),</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 13 October 2010 and made between, among others, the Parent, The Ambassador Theatre Group Limited, the Debtors, (as defined in the Intercreditor Agreement), the Security Agent, HSBC Bank plc as Senior Agent, the Lenders (as Senior Lenders), the Arrangers (as Senior Arrangers), Babson Capital Europe Limited as Mezzanine Agent, Babson Capital Europe Limited as Mezzanine Arranger, ALMACK S A. and ALMACK II UNLEVERAGED S A. as Mezzanine Lenders, the Ancillary Lenders (as Senior Lenders), the Hedge Counterparties, the Intra-Group Lenders (as defined in the Intercreditor Agreement) and the Credit Card Facility Provider;</p> <p>"JV Securities" means any stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or investments as at 13 October 2010 or in the future owned by the Chargor in a Permitted Joint Venture (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) (other than Maidstone Productions (Playhouse) Limited (registered with number 4510126) and Maidstone Productions (Savoy) Limited (registered with number 5527723));</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"Key-man Policy" means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by an Obligor in respect of the death and disability and/or critical illness of the following individuals and in not less than the following respective amounts and terms

Name of Individual	amount (£)	Term
Howard Panter	£500,000	3 years from 13 October 2010
Rosemary Squire	£500,000	3 years from 13 October 2010

and any substitute or replacement policy entered into relating to the same,

"Material Adverse Effect" means any event or matter which has a material adverse effect on

- (a) the ability of the Obligors (taken as a whole) to perform their payment obligations under the Finance Documents; or
- (b) the business, assets or financial condition of the Group taken as a whole, or
- (c) subject to any applicable Legal Reservations and Perfection Requirements (each as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) the validity and enforceability of any of the Transaction Security Documents in any way which is materially adverse to the interests of the Lenders (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) under the Finance Documents taken as a whole and which is not remedied within 15 Business Days of being requested to do so by the Agent,

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 13 October 2010 and made between The Ambassador Theatre Group Limited as company, The Ambassador Entertainment Group Limited as borrower, the companies listed therein as original guarantors, Babson Capital Europe Limited as the mezzanine agent, Babson Capital Europe Limited as the mezzanine arranger, the Security Agent and the persons named in that mezzanine facility agreement as lenders,

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Utilisation Request, any Transaction Security Document (each as defined in the Mezzanine Facility Agreement) and any other document designated as a **"Finance Document"** by the Agent and The Ambassador Entertainment Group Limited,

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Mezzanine Finance Party" means Babson Capital Europe Limited (as the Agent and the Arranger under the Mezzanine Facility Agreement), the Security Agent or a Lender (as defined under the Mezzanine Facility Agreement);</p> <p>"Obligor" means a Borrower or a Guarantor (each as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement), including the Chargor,</p> <p>"Parent" means The Ambassador Entertainment Group Limited with CRN 7046007;</p> <p>"Partnership Shares" means any interest in a limited liability partnership including any right of the holder of such interest to receive profits and other distributions;</p> <p>"Permitted Disposal" has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p>"Permitted Security" has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p>"Permitted Transaction" has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p>"Quasi-Security" has the meaning given to that term in clause 24.14 (Negative pledge) of the Senior Facilities Agreement and/or clause 23.14 (Negative pledge) of the Mezzanine Facility Agreement,</p> <p>"Rack Rent Leases" means all leasehold property held by the Chargor, and all future leasehold property acquired by the Chargor after 13 October 2010, in each case under a lease granted at a rack rent for a term of less than nine years,</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 13 October 2010 or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with</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) at any time thereon;</p> <p>(b) all easements, rights and agreements in respect thereof, and</p> <p>(c) the benefit of all covenants given in respect thereof;</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, Value Added Tax and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

(b) all proceeds of any of the foregoing;

"Receiver" means a receiver or receiver and manager or, to the extent permitted by law, administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed;

"Related Rights" means, in relation to any Charged Security:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Contract" means:

(a) each Acquisition Document; and

(b) each Hedging Agreement,

(each as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement) together with each other agreement supplementing or amending or novating or replacing the same,

"Report on Title" means any certificate and/or report on title in relation to the Real Property provided or to be provided by or on behalf of the Chargor to the Security Agent (including, for the avoidance of doubt, the Title Due Diligence (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement));

"Scottish Consent Property" has the meaning given to that term in clause 11.12 of the Deed,

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	<p>"Scottish Real Property" means all estates and interests in heritable and leasehold property situated in Scotland as at 13 October 2010 or in future belonging to the Chargor, or in which the Chargor has an interest in at any time in Scotland (including the property specified in part 5 of the schedule hereto (Details of Security Assets)) together with</p> <p>(a) all buildings, fixtures and fittings (including trade fixtures but excluding any fixtures which a tenant would be entitled to remove from any such property upon expiry of any occupational lease or sooner) at any time thereon,</p> <p>(b) all servitudes, rights and agreements in respect thereof, and</p> <p>(c) the parts, privileges and pertinents in respect thereof;</p> <p>"Secured Parties" means each Finance Party from time to time, the Credit Card Facility Provider and any Receiver or Delegate and shall (for the avoidance of doubt) include each Hedge Counterparty (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement),</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Agent" means HSBC Corporate Trustee Company (UK) Limited as security trustee for the Secured Parties,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,</p> <p>"Security Period" means the period beginning 13 October 2010 and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,</p> <p>"Senior Discharge Date" has the meaning given to that term in the Intercreditor Agreement,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Senior Facilities Agreement" means the senior sterling term and revolving facilities agreement dated 13 October 2010 and made between (1) The Ambassador Entertainment Group Limited as the Parent, (2) The Ambassador Theatre Group Limited as the Company, (3) the companies listed in part 1 of schedule 1 therein as Original Borrowers, (4) the companies listed in part 1 of schedule 1 therein as Original Guarantors, (5) Santander UK plc, HSBC Bank plc and The Royal Bank of Scotland plc as Arrangers (6) the financial institutions listed in part 2 of schedule 1 therein as Original Lenders, (7) the persons listed in part 3 of schedule 1 therein as Original Hedge Counterparties (8) HSBC Bank plc as the Agent and (9) the Security Agent pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers,</p> <p>"Senior Finance Documents" means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Resignation Letter, any Selection Notice, any Transaction Security Document, the Intercreditor Agreement, any Hedging Agreement, any Fee Letter, any Utilisation Request (each as defined in the Senior Facilities Agreement) and any other document which is designated a "Finance Document" by The Ambassador Entertainment Group Limited and the Agent,</p> <p>"Senior Finance Parties" means HSBC Bank plc (as Agent), HSBC Bank plc, The Royal Bank of Scotland plc and Santander UK plc (as Arrangers), a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Senior Facilities Agreement) and the Security Agent;</p> <p>"Show Conduit Accounts" means the bank accounts from time to time of or relating to any Permitted Show Conduits (as defined in the Senior Facilities Agreement and/or Mezzanine Facility Agreement),</p> <p>"Show Escrow Accounts" means the London Show Escrow Accounts (as such term is defined in the Acquisition Agreement) together with any other accounts from time to time in which a member of the Group holds cash balances in escrow in relation to a specified production;</p> <p>"Target Shares" means all of the shares of The Ambassador Theatre Group (Venues) Limited;</p> <p>"Theatre Agreement" means any agreement under which a Company makes any theatre available to another Company for the purposes of the production, presentation or promotion of any show, production or other performance in connection with the ordinary course of trading of such Company,</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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Amount secured

"Transaction Security Documents" means each of the documents specified in

(a) paragraph 3(f) of part 1 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement and the Mezzanine Facility Agreement (including the Deed); and

(b) paragraph 14 of part 2 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement and the Mezzanine Facility Agreement (including the Deed),

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

SCHEDULE

Details of Security Assets

Part 1 - Real Property

Chargor	Address	Freehold or Leasehold and Title Number (or, if unregistered, root of title)
Woking Turnstyle Limited (company number 2699637)	New Victoria Theatre Rhoda McGaw Theatre Ambassadors Cinemas	Theatres and Cinemas SY671546

Part 2 - Charged Securities

None

Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account sort code
Woking Turnstyle Limited	41482794	Nat West	60-40-05

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Part 4 - Insurances

Chargor	Insurer	Policy number
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, London Turnstyle 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, Smart Plays Limited	RSA Group plc	RTT217595
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, London Turnstyle 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, Smart Plays Limited	HSB Engineering Insurances Limited	H7L96320
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, London Turnstyle 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, Smart Plays Limited	Chartis Insurance UK Limited	10584386

MG01 - continuation page

Particulars of a mortgage or charge

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Amount secured

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Amount secured

<p>The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, London Turnstyle 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, Smart Plays Limited</p>	<p>Chubb Insurance Company of Europe SE</p>	<p>82148417</p>
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Part 5 - Scottish Real Property

None

Part 6 - Partnership Shares

None

Part 7 - The Consent Properties

None

Part 8 - The Scottish Consent Properties

None



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 2699637

CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 13
OCTOBER 2010 AND CREATED BY WOKING TURNSTYLE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED AND/OR THE OTHER SECURED
PARTIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 21 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER
2010

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES