



**Registration of a Charge**

Company name: **WOKING TURNSTYLE LIMITED**

Company number: **02699637**



X9KEXMAR

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

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**Details of Charge**

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

Charge code: **0269 9637 0013**

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

Brief description: **PROPERTY REGISTERED IN THE NAME OF WOKING TURNSTYLE LIMITED, INCLUDING LEASEHOLD PROPERTY LOCATED AT THE ARTS AND ENTERTAINMENT AREA, THE PEACOCKS, WOKING, SURREY GU21 6GQ WITH TITLE NUMBER SY671546. PLEASE REFER TO SCHEDULE 2 OF THE SECURITY INSTRUMENT FOR ADDITIONAL DETAILS.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by: **JEFFREY LAU**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2699637

Charge code: 0269 9637 0013

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

Given at Companies House, Cardiff on 24th December 2020

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



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

17 December 2020

**The Companies listed in Schedule 1**  
(the Supplemental Chargors)

and

**HSBC Corporate Trustee Company (UK) Limited**  
(as the Security Agent)

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**SUPPLEMENTAL DEBENTURE IN RELATION  
TO THE DEBENTURE DATED 28 NOVEMBER  
2013 (as supplemented from time to time)**

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**LATHAM & WATKINS**

99 Bishopsgate  
London EC2M 3XF  
United Kingdom  
Tel: +44.20.7710.1000  
[www.lw.com](http://www.lw.com)

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

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

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

**BETWEEN:**

- (1) THE COMPANIES listed in **Schedule 1** (*Supplemental Chargors*) with registered address 2nd Floor Alexander House, Church Path, Woking, Surrey, GU21 6EJ (each a “**Supplemental Chargor**” and together the “**Supplemental Chargors**”); and
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, as the security trustee for itself and the other Secured Parties (the “**Security Agent**”).

**RECITALS:**

- (A) This Deed is supplemental to a debenture dated 28 November 2013 (the “**Debenture**”) between the Parent, the Company and the Security Agent (to which each Supplemental Chargor (other than the Parent and the Company) acceded pursuant to the applicable Security Accession Deed), as supplemented by: (i) each Security Accession Deed entered into prior to the date of this Deed; (ii) the 2014 Supplemental Security Deed (as defined below); (iii) the 2015 Supplemental Security Deed (as defined below); (iv) the 2015 Supplemental Debenture (as defined below); (v) the 2017 Supplemental Debenture (as defined below); and (vi) the 2018 Supplemental Debenture (as defined below).
- (B) This Deed is subject to, and has the benefit of, the Intercreditor Agreement.

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

Unless otherwise defined in this Deed, terms defined in the Debenture as amended and/or supplemented from time to time (including by (a) each Security Accession Deed entered into prior to the date hereof; (b) the 2014 Supplemental Security Deed; (c) the 2015 Supplemental Security Deed; (d) the 2015 Supplemental Debenture; (e) the 2017 Supplemental Debenture and (f) the 2018 Supplemental Debenture shall have the same meaning when used in this Deed.

In addition, the following definitions shall also apply in this Deed (including, without limitation, for purposes of the meaning of “Finance Documents” where used in this Deed by incorporation or in other defined terms):

“**2014 Supplemental Security Deed**” means the supplemental security deed (dated 27 November 2014) to the Debenture between Playhouse Theatre Limited and The Ambassador Theatre Group (Venues) Limited as supplemental chargors and the Security Agent.

“**2015 Supplemental Security Deed**” means the supplemental security deed (dated 28 January 2015) to the Debenture between ATG London Limited as supplemental chargor and the Security Agent.

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

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

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

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

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

## 1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.9 (*Senior Facilities Agreement*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Deed.

## 1.3 Permitted Security

- (a) The (a) Security created under this Deed and (b) Original Security is subject to any Permitted Security (as defined in the Senior Facilities Agreement) in respect of the Charged Property (which, in the case of the Original Security, shall have the meaning given to such term in the applicable Transaction Security Document constituting the terms of that Original Security) which is (at the time such assets become (or became) the subject of the (a) Security created under this Deed or (b) Original Security (as applicable)) already expressed to be, or is otherwise, prior ranking.
- (b) For the avoidance of doubt, any (a) Security over Accounts created by this Deed and/or (b) Original Security over Accounts shall be subject to any Security in favour of the relevant account bank which is created either by law or in the standard terms and conditions of the account bank or as part of the Group’s cash management arrangements.

## 2. COVENANT TO PAY

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

## 3. CHARGING PROVISIONS

### 3.1 Specific Security

Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, each Supplemental Chargor, as continuing security for the payment of its Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of legal mortgage, ranking junior only to the Original Security and to any prior ranking Security permitted under Clause 1.3 (*Permitted Security*) of this Deed, all Property now belonging to or vested in it (including, but not limited to, any Property specified in Schedule 2 (*Properties*) hereto); and
- (b) by way of fixed charge, ranking junior only to the Original Security and to any prior ranking Security permitted under Clause 1.3 (*Permitted Security*) of this Deed:
  - (i) all other interests (not effectively mortgaged under Clause 3.1(a) above) in any Property and the benefit of all other agreements relating to land;
  - (ii) all of its rights, title and interest in the Intellectual Property (including, but not limited to, any Intellectual Property specified in Schedule 4 (*Intellectual Property*) hereto);
  - (iii) all the Investments, Shares (including, but not limited to, the Shares specified in Schedule 3 (*Shares and Investments*) hereto) and all corresponding Related Rights;
  - (iv) all the Partnership Shares;
  - (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
  - (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
  - (vii) all monies standing to the credit of the Accounts and all of its rights, title and interest in relation to those accounts (including, but not limited to, any Accounts specified in Schedule 5 (*Bank Accounts*) hereto);
  - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets; and
  - (ix) its goodwill and uncalled capital.

### 3.2 Assigned Agreements and Insurance Policies

- (a) Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of its Secured Obligations, each Supplemental Chargor charges by way of fixed charge, ranking junior only to the Original Security and to any prior ranking Security permitted under Clause 1.3 (*Permitted Security*) of this Deed, in favour of the Security Agent all its rights, title and interest in (and claims under) the Assigned Agreements and Insurance Policies (including, but not limited to, any Insurance Policies specified in Schedule 6 (*Insurance Policies*) hereto).
- (b) Until the occurrence of a Declared Default, the relevant Supplemental Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and/or Insurance Policies.

### 3.3 Floating Charge

- (a) Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of its Secured Obligations, each Supplemental Chargor charges with full title guarantee in favour of the Security Agent by way of floating charge, ranking junior only to the Original Security and to

any prior ranking Security permitted under Clause 1.3 (*Permitted Security*) of this Deed, all its present and future assets, undertakings and rights.

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

#### 4. NEGATIVE PLEDGE

No Supplemental Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the assets charged under this Deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the assets charged under this Deed (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the assets charged under this Deed,

in each case except as permitted under the Finance Documents or with the prior consent of the Security Agent (acting on the instructions of the Majority Lenders).

#### 5. INCORPORATION OF TERMS FROM DEBENTURE

- (a) The provisions of Clause 3.4 (*Conversion of Floating Charge*), Clause 3.5 (*Property Restricting Charging*), Clause 4 (*Further Assurance*) and Clause 6 (*Representations and Warranties*) to Clause 24 (*Miscellaneous*) of the Debenture shall be deemed to be incorporated into this Deed *mutatis mutandis* and in particular, but without limitation, as if references in those clauses to:
  - (i) “this Debenture” or “this Deed” and other similar expressions were a reference to this Deed;
  - (ii) an “assignment” under Clause 3.2 of the Debenture was a reference to the charge created by Clause 3.2 (*Assigned Agreements and Insurance Policies*) of this Deed;
  - (iii) “Chargor” was a reference to a Supplemental Chargor under this Deed;
  - (iv) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed;
  - (v) in Clause 6.2 (*Representations and Warranties – Shares*) of the Debenture:
    - (A) “Schedule 3 (*Properties*)” were references to “Schedule 3 (*Shares and Investments*) of this Deed”; and
    - (B) “which represent the entire issued share capital of the relevant Subsidiaries” was a reference to “which represent the entire issued share capital of the relevant Subsidiaries (or, if applicable, part of the issued share capital of the relevant Subsidiaries as indicated in Schedule 3 (*Shares and Investments*) hereto)”;

- (vi) “Schedule 7 (*Partnership Shares*)” in Clause 6.3 (*Representations and Warranties - Partnership Shares*) were references to “Schedule 7 (*Partnership Shares*) of this Deed”;
- (vii) “*all existing charges*” in Clause 7.4(a)(iii)(1) of the Debenture was a reference to “*all existing charges other than those granted under Clause 3.1 (Specific Security) of the Debenture as supplemented by each Security Accession Deed entered into from time to time or under any supplemental charge entered into by the Supplemental Chargors in favour of the Security Agent from time to time and other than any prior ranking Security permitted under Clause 1.3 (Permitted Security) of this Deed*”; and
- (viii) “*first ranking charge*” in Clause 7.4(a)(iii)(2) of the Debenture was a reference to “*charge, ranking junior only to the Original Security, to any prior ranking Security permitted under Clause 1.3 (Permitted Security) of this Deed and any supplemental charge entered into by the Supplemental Chargors in favour of the Security Agent from time to time prior to the date of the application to be made to the Land Registry as set out in this sub paragraph (iii)*”,

and, in the case of paragraphs (v)(B), (vii) and (viii) above, the equivalent provisions of the 2015 Supplemental Debenture, the 2017 Supplemental Debenture and the 2018 Supplemental Debenture shall be amended accordingly, and, in the case of paragraphs (vii) and (viii) above, the equivalent provisions of the 2014 Supplemental Security Deed and the 2015 Supplemental Security Deed shall be amended accordingly.

- (b) The representations and warranties made in Clause 6 of the Debenture and incorporated by reference into this Deed shall be made on the date hereof by reference to the facts and circumstances on that date.
- (c) For the avoidance of doubt, the provision of any documents by a Supplemental Chargor pursuant to Clause 7.1 (*Title Documents*) of the Debenture shall discharge the obligation to provide the same documents under this Deed.

## 6. ADDITIONAL SECURITY

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any assets charged under this Deed will merge into this Security.

## 7. FINANCE DOCUMENT

This Deed is a Finance Document (in accordance with the definition thereof in the Senior Facilities Agreement).

## 8. FAILURE TO EXECUTE

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

## 9. NOTICES

Each Supplemental Chargor confirms that its address details for notices is as follows:

Address: 2nd Floor, Alexander House, Church Path, Woking, GU21 6EJ

Facsimile: +44 (0)1483 770477

Attention: ShanMae Teo

**10. GOVERNING LAW AND JURISDICTION**

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any Supplemental Chargor in any other court of competent jurisdiction.

**11. COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

**IN WITNESS** whereof this Deed has been duly executed as a deed on the date first above written.

**SCHEDULE 1**  
**SUPPLEMENTAL CHARGORS**

|     | <b>Name of Obligor</b>                                                                  | <b>Registration Number</b> |
|-----|-----------------------------------------------------------------------------------------|----------------------------|
| 1.  | The Ambassador Entertainment Group Limited                                              | 7046007                    |
| 2.  | The Ambassador Theatre Group Limited                                                    | 2671052                    |
| 3.  | The Ambassador Theatre Group Overseas Holdings Limited                                  | 8458696                    |
| 4.  | The Ambassador Theatre Group (Venues) Limited                                           | 1444368                    |
| 5.  | First Family Entertainment LLP                                                          | OC310596                   |
| 6.  | ATG London Limited                                                                      | 3902727                    |
| 7.  | Sonia Friedman Productions Limited                                                      | 4302464                    |
| 8.  | Theatre Royal Brighton Limited                                                          | 3735154                    |
| 9.  | Glasgow Theatres Limited                                                                | 4423391                    |
| 10. | Woking Turnstyle Limited                                                                | 02699637                   |
| 11. | Milton Keynes Theatre Limited                                                           | 3490333                    |
| 12. | The Duke of York's Theatre Limited                                                      | 592528                     |
| 13. | Stoke-on-Trent Theatres Limited                                                         | 03507468                   |
| 14. | Churchill Theatre Bromley Limited                                                       | 03944535                   |
| 15. | Richmond Theatre Limited                                                                | 03716049                   |
| 16. | Aylesbury Waterside Theatre Limited                                                     | 03944591                   |
| 17. | New Wimbledon Theatre Limited                                                           | 04787118                   |
| 18. | Playhouse Theatre Limited (formerly known as Maidstone Productions (Playhouse) Limited) | 04510126                   |
| 19. | Savoy Theatre Group Limited (formerly known as Maidstone Productions (Savoy) Limited)   | 05527723                   |
| 20. | Savoy Theatre Holdings Limited                                                          | 03669280                   |
| 21. | Savoy Theatre Limited                                                                   | 00053830                   |
| 22. | The Ticket Machine Group Limited                                                        | 02638971                   |
| 23. | ATG Productions Limited                                                                 | 09327475                   |
| 24. | SFP Shows Limited (formerly known as SFP Productions Limited)                           | 09330152                   |
| 25. | ATG Entertainment Limited                                                               | 09467208                   |

## SCHEDULE 2 PROPERTIES

## Registered Land

| Supplemental<br>Chargor                       | County and<br>District (or<br>London<br>Borough) | Address or<br>description                                                                             | Freehold or Leasehold             | Title No.                                                                                                                                                                                                                                               |
|-----------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Ambassador Theatre Group (Venues) Limited | Bristol                                          | The Hippodrome Theatre and 11 St Augustine's Parade and 10/10A St Augustine's Parade, Bristol BS1 4UZ | (a) Freehold<br><br>(b) Leasehold | (a) AV97074 and AV55313<br><br>(b) BL134672, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of The Ambassador Theatre Group (Venues) Limited for a period of 999 years (less 3 days). |
| Milton Keynes Theatre Limited                 | Milton Keynes                                    | Milton Keynes Theatre, Midsummer Boulevard, Central Milton Keynes, MK9 3QA                            | Leasehold                         | BM386416, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of Milton Keynes Theatre Limited for a term expiring on 13 December 2100.                                                    |
| Woking Turnstyle Limited                      | Woking, Surrey                                   | The Arts and Entertainment Area, The Peacocks, Woking, Surrey GU21 6GO                                | Leasehold                         | SY671546                                                                                                                                                                                                                                                |

| Supplemental<br>Chargor                                   | County and<br>District (or<br>London<br>Borough) | Address or<br>description                                        | Freehold or Leasehold                                    | Title No.                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited | Liverpool                                        | Liverpool Empire<br>Theatre, Lime<br>Street, Liverpool<br>L1 1JE | (a) Leasehold<br><br>(b) Occupational<br>leasehold title | MS489346<br><br>MS612582 Lease<br>to Aviva<br>Investors Ground<br>Rent GP Limited<br>for a term from 2<br>April 2014 to 4<br>June 2127<br>subject to a<br>leaseback from 2<br>April 2014 until<br>1 June 2127                                                                                 |
| The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited | Liverpool                                        | Liverpool Empire<br>Theatre, Lime<br>Street, Liverpool<br>L1 1JE | Leasehold                                                | MS489346                                                                                                                                                                                                                                                                                      |
| The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited | Manchester                                       | Opera House,<br>Quay Street,<br>Manchester M3<br>3HP             | (a) Freehold<br><br>(b) Leasehold                        | (a) LA251686<br><br>(b) MAN221176,<br>an Under Lease<br>dated 29<br>November 2013<br>granted by Aviva<br>Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited for a<br>period of 999<br>years (less 3<br>days). |

| Supplemental<br>Chargor                                   | County and<br>District (or<br>London<br>Borough) | Address or<br>description                                            | Freehold or Leasehold             | Title No.                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited | Manchester                                       | The Palace<br>Theatre, Oxford<br>Street,<br>Manchester M1<br>6FT     | (a) Freehold<br><br>(b) Leasehold | (a) LA105579<br><br>(b) MAN221178,<br>an Under Lease<br>dated 29<br>November 2013<br>granted by Aviva<br>Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited for a<br>period of 999<br>years (less 3<br>days). |
| The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited | London                                           | Apollo Victoria<br>Theatre, 17<br>Wilton Road,<br>London SW1V<br>1LG | (a) Freehold<br><br>(b) Leasehold | (a) 321597<br><br>(b) NGL940261,<br>an Under Lease<br>dated 29<br>November 2013<br>granted by Aviva<br>Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited for a<br>period of 999<br>years (less 3<br>days).   |

| <b>Supplemental<br/>Chargor</b>          | <b>County and<br/>District (or<br/>London<br/>Borough)</b> | <b>Address or<br/>description</b>                                     | <b>Freehold or Leasehold</b>      | <b>Title No.</b>                                                                                                                                                                                                                                                            |
|------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Duke of<br>York's Theatre<br>Limited | London                                                     | Duke of York's<br>Theatre, St<br>Martin's Lane,<br>London WC2N<br>4BG | (a) Freehold<br><br>(b) Leasehold | (a) LN98005<br><br>(b) NGL940258,<br>an Under Lease<br>dated 29<br>November 2013<br>granted by Aviva<br>Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of The<br>Duke of York's<br>Theatre Limited<br>for a period of<br>999 years (less 3<br>days). |
| ATG London<br>Limited                    | London                                                     | The Fortune<br>Theatre, Russell<br>Street, London<br>WC2B 5HH         | (a) Freehold<br><br>(b) Leasehold | (a) 432676<br><br>(b) NGL940254,<br>an Under Lease<br>dated 29<br>November 2013<br>granted by Aviva<br>Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of The<br>ATG London<br>Limited for a<br>period of 999<br>years (less 3<br>days).              |

| Supplemental<br>Chargor | County and<br>District (or<br>London<br>Borough) | Address or<br>description                                                                                                                                                                            | Freehold or Leasehold | Title No.                                                                                                                                                                                                                                    |
|-------------------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ATG London<br>Limited   | London                                           | (a) The Harold<br>Pinter Theatre<br>(formerly known<br>as The Comedy<br>Theatre), 6<br>Panton Street,<br>London SW1Y<br>4DN<br><br>(b) The Dressing<br>Rooms, 9 Orange<br>Street, London<br>WC2H 7EA | (a)(i) Freehold       | (a)(i)<br>NGL785999                                                                                                                                                                                                                          |
|                         |                                                  |                                                                                                                                                                                                      | (a)(ii) Leasehold     | (a)(ii)<br>NGL940247, an<br>Under Lease<br>dated 29<br>November 2013<br>granted by Aviva<br>Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of ATG<br>London Limited<br>for a period of<br>999 years (less 3<br>days). |
|                         |                                                  |                                                                                                                                                                                                      | (b)(i) Leasehold      | (b)(i) a Head<br>Lease dated 31<br>July 2003<br>between Martin's<br>Estates<br>(Clerkenwell)<br>Limited and<br>ATG London<br>Limited for a<br>period of 999<br>years from 31<br>July 2003,<br>registered under<br>title number<br>NGL839345  |
|                         |                                                  |                                                                                                                                                                                                      | (b)(ii) Leasehold     | (b) (ii)<br>NGL940248, an<br>Underlease dated<br>29 November<br>2013 granted by<br>Aviva Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of ATG<br>London Limited<br>for the period<br>until 24 July<br>3002.          |
|                         |                                                  |                                                                                                                                                                                                      |                       |                                                                                                                                                                                                                                              |
|                         |                                                  |                                                                                                                                                                                                      |                       |                                                                                                                                                                                                                                              |

| <b>Supplemental<br/>Chargor</b>                           | <b>County and<br/>District (or<br/>London<br/>Borough)</b> | <b>Address or<br/>description</b>                                     | <b>Freehold or Leasehold</b>       | <b>Title No.</b>                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited | London                                                     | The Lyceum<br>Theatre, 21<br>Wellington<br>Street, London<br>WC2E 7RQ | (a) Leasehold<br><br>(b) Leasehold | (a) NGL728709<br><br>(b) NGL940257,<br>an Under Lease<br>dated 29<br>November 2013<br>granted by Aviva<br>Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of The<br>Ambassador<br>Theatre Group<br>(Venues)<br>Limited for the<br>period until 15<br>November 2138. |

| Supplemental<br>Chargor | County and<br>District (or<br>London<br>Borough) | Address or<br>description                                                 | Freehold or Leasehold | Title No.                                                                                                                                                                                                                             |
|-------------------------|--------------------------------------------------|---------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ATG London<br>Limited   | London                                           | (a) Phoenix<br>Theatre, 110<br>Charing Cross<br>Road, London<br>WC2H 0JP: | (a)(i) Freehold       | (a)(i)<br>NGL785998                                                                                                                                                                                                                   |
|                         |                                                  |                                                                           | (a)(ii) Leasehold     | (a)(ii)                                                                                                                                                                                                                               |
|                         |                                                  |                                                                           | (b)(i) Leasehold      | NGL940250, an                                                                                                                                                                                                                         |
|                         |                                                  | - (b) Box Office                                                          | (b)(ii) Leasehold     | Under Lease<br>dated 29                                                                                                                                                                                                               |
|                         |                                                  | - (c) Basement<br>and Backstage                                           | (c)(i) Leasehold      | November 2013                                                                                                                                                                                                                         |
|                         |                                                  |                                                                           | (c)(ii) Leasehold     | granted by Aviva<br>Investors                                                                                                                                                                                                         |
|                         |                                                  |                                                                           |                       | REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of ATG<br>London Limited<br>for a period of<br>999 years (less 3<br>days).                                                                                                   |
|                         |                                                  |                                                                           |                       | (b)(i)<br>NGL785996                                                                                                                                                                                                                   |
|                         |                                                  |                                                                           |                       | (b)(ii)<br>NGL940252, an<br>underlease dated<br>29 November<br>2013 granted by<br>Aviva Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of ATG<br>London Limited<br>for the period<br>until 10 April<br>2125.   |
|                         |                                                  |                                                                           |                       | (c)(i)<br>NGL712144                                                                                                                                                                                                                   |
|                         |                                                  |                                                                           |                       | (c)(ii)<br>NGL940253, an<br>underlease dated<br>29 November<br>2013 granted by<br>Aviva Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of ATG<br>London Limited<br>for the period<br>until 13 October<br>2118. |

| Supplemental<br>Chargor      | County and<br>District (or<br>London<br>Borough) | Address or<br>description                                                                                                | Freehold or Leasehold                                                          | Title No.                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ATG London<br>Limited        | London                                           | The Piccadilly<br>Theatre,<br>Sherwood Street,<br>London W1D<br>7DY                                                      | (a) Freehold<br>(b) Leasehold                                                  | (a) LN30890<br><br>(b) NGL940249, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of ATG London Limited for a period of 999 years (less 3 days).                                                                                                                                                        |
| Playhouse<br>Theatre Limited | London                                           | (a) The<br>Playhouse<br>Theatre,<br>Northumberland<br>Avenue, Charing<br>Cross, London<br>WC2N 3DE<br><br>(b) Stage Door | (a)(i) Leasehold<br>(a)(ii) Leasehold<br>(b)(i) Leasehold<br>(b)(ii) Leasehold | (a)(i)<br>NGL552267<br><br>(a)(ii)<br>NGL943025, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited for a period of 999 years (less 3 days).<br><br>(b)(i)<br>NGL548572<br><br>(b)(ii)<br>NGL943026, an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent for a period of 999 years (less 3 days). |

| <b>Supplemental<br/>Chargor</b> | <b>County and<br/>District (or<br/>London<br/>Borough)</b> | <b>Address or<br/>description</b>                                                           | <b>Freehold or Leasehold</b> | <b>Title No.</b>                                                                                                                                                                                            |
|---------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Savoy Theatre<br>Limited        | London                                                     | (a) Savoy<br>Theatre, Carting<br>Lane                                                       | (a)(i) Freehold              | (a)(i)<br>NGL770407                                                                                                                                                                                         |
|                                 |                                                            |                                                                                             | (a)(ii) Leasehold            | (a)(ii)                                                                                                                                                                                                     |
|                                 |                                                            | (b) Basement<br>levels 2,3,4 and 6<br>(ground level),<br>Savoy Court,<br>London WC2R<br>0ET | (b)(i) Leasehold             | NGL940259, an<br>Under Lease<br>dated 29<br>November 2013<br>granted by Aviva<br>Investors                                                                                                                  |
|                                 |                                                            |                                                                                             | (b)(ii) Leasehold            | REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of Savoy<br>Theatre Limited<br>for a period of<br>999 years (less 3<br>days).                                                                      |
|                                 |                                                            |                                                                                             |                              | (b)(i)<br>NGL850767                                                                                                                                                                                         |
|                                 |                                                            |                                                                                             |                              | (b)(ii)<br>NGL940260, an<br>underlease<br>granted by Aviva<br>Investors<br>REaLM Ground<br>Rent Limited<br>Partnership in<br>favour of Savoy<br>Theatre Limited<br>for the period<br>until 23 June<br>3004. |

#### Unregistered Land

| <b>Supplemental<br/>Chargor</b>  | <b>County and District<br/>(or London Borough)</b> | <b>Address or<br/>description</b> | <b>Freehold or<br/>Leasehold</b> |
|----------------------------------|----------------------------------------------------|-----------------------------------|----------------------------------|
| [None at the date of this deed.] |                                                    |                                   |                                  |

**SCHEDULE 3**  
**SHARES AND INVESTMENTS**

**Shares**

| <b>Name of Supplemental<br/>Chargor which holds the<br/>shares</b> | <b>Name of company issuing<br/>shares</b>     | <b>Number and class of shares</b>    |
|--------------------------------------------------------------------|-----------------------------------------------|--------------------------------------|
| The Ambassador Theatre Group Limited                               | Theatre Royal Brighton Limited                | 4 ordinary shares of £1.00 each      |
| The Ambassador Theatre Group Limited                               | The Ambassador Theatre Group (Venues) Limited | 200 ordinary shares of £1.00 each    |
| The Ambassador Theatre Group Limited                               | ATG London Limited                            | 1 ordinary share of £1.00            |
| The Ambassador Theatre Group Limited                               | The Duke of York's Theatre Limited            | 11,110 ordinary shares of £1.00 each |
| The Ambassador Theatre Group Limited                               | Woking Turnstyle Limited                      | 2 ordinary shares of £1.00 each      |
| The Ambassador Theatre Group Limited                               | Milton Keynes Theatre Limited                 | 1 ordinary share of £1.00            |
| The Ambassador Theatre Group Limited                               | Stoke-on-Trent Theatres Limited               | 3 ordinary shares of £1.00 each      |
| The Ambassador Theatre Group Limited                               | Churchill Theatre Bromley Limited             | 1 ordinary share of £1.00            |
| The Ambassador Theatre Group Limited                               | Richmond Theatre Limited                      | 3 ordinary shares of £1.00 each      |
| The Ambassador Theatre Group Limited                               | Aylesbury Waterside Theatre Limited           | 2 ordinary shares of £1.00 each      |
| The Ambassador Theatre Group Limited                               | Smart Plays Limited                           | 1 ordinary share of £1.00            |
| The Ambassador Theatre Group Limited                               | ATG Management Limited                        | 1 ordinary share of £1.00            |
| The Ambassador Theatre Group Limited                               | Sonia Friedman Productions Limited            | 1 ordinary share of £1.00            |
| The Ambassador Theatre Group Limited                               | Glasgow Theatres Limited                      | 1 ordinary share of £1.00            |
| The Ambassador Theatre Group Limited                               | New Wimbledon Theatre Limited                 | 3 ordinary shares of £1.00 each      |
| The Ambassador Theatre Group Limited                               | Highland Fling Japan Limited                  | 2 ordinary shares of £1.00 each      |

|                                            |                                                        |                                                                                                           |
|--------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| The Ambassador Theatre Group Limited       | Screenstage Limited                                    | 1 ordinary share of £1.00                                                                                 |
| The Ambassador Theatre Group Limited       | Screenstage Productions Limited                        | 1 ordinary share of £1.00                                                                                 |
| The Ambassador Theatre Group Limited       | The Ambassador Theatre Group Overseas Holdings Limited | 6 ordinary shares of £1.00 each                                                                           |
| ATG London Limited                         | Playhouse Theatre Limited                              | 156 ordinary shares of £1.00 each                                                                         |
| ATG London Limited                         | Savoy Theatre Group Limited                            | 100 ordinary shares of £1.00 each                                                                         |
| The Ambassador Entertainment Group Limited | London Turnstyle Limited                               | 1 ordinary share of £1.00                                                                                 |
| The Ambassador Entertainment Group Limited | The Ambassador Theatre Group Limited                   | 9,983,323 ordinary shares of £1.00 each                                                                   |
| Savoy Theatre Group Limited                | Savoy Theatre Limited                                  | 7,500 ordinary shares at £5.50 each                                                                       |
| Savoy Theatre Group Limited                | Savoy Theatre Holdings Limited                         | 10 Ordinary A shares of £0.10 each<br>10 Ordinary B shares of £0.10 each                                  |
| The Ambassador Theatre Group Limited       | The Ticket Machine Group Limited                       | 30,000 shares of £1.00 each (1,500 A Ordinary shares, 3,000 B Ordinary shares and 25,500 Founders shares) |
| The Ambassador Theatre Group Limited       | ATG Productions Limited                                | 1 ordinary share of £1.00                                                                                 |
| Sonia Friedman Productions Limited         | SFP Shows Limited                                      | 1 ordinary share of £1.00                                                                                 |
| The Ambassador Theatre Group Limited       | Theatre Management (Holdings) Limited                  | 1,000 ordinary shares of £0.001 each                                                                      |
| The Ticket Machine Group Limited           | London Theatre Club Limited                            | 200 ordinary shares of £1.00 each                                                                         |

| Name of Supplemental<br>Chargor which holds the<br>investments | Investments    |      | Number and description of<br>investments |
|----------------------------------------------------------------|----------------|------|------------------------------------------|
|                                                                | Name of issuer | None |                                          |

**SCHEDULE 4**  
**INTELLECTUAL PROPERTY**

**Part 1**  
**Patent and Patent Applications**

| <b>Name of Supplemental Chargor</b> | <b>Territory</b> | <b>Description</b> | <b>Patent No. / Application No.</b> | <b>Date of Registration/ Application</b> |
|-------------------------------------|------------------|--------------------|-------------------------------------|------------------------------------------|
|-------------------------------------|------------------|--------------------|-------------------------------------|------------------------------------------|

None

**Part 2**  
**Trade Marks and Trade Mark Applications**

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

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

**Part 3**  
**Registered Designs and Applications for Registered Designs**

| <b>Name of Supplemental Chargor</b> | <b>Territory</b> | <b>Design</b> | <b>Patent No. / Application No.</b> | <b>Date of Registration/ Application</b> |
|-------------------------------------|------------------|---------------|-------------------------------------|------------------------------------------|
|-------------------------------------|------------------|---------------|-------------------------------------|------------------------------------------|

None

**Part 4**  
**Copyright Works and Unregistered Designs**

| <b>Name of Supplemental Chargor</b> | <b>Description</b>                    | <b>Date of Creation</b> | <b>Author</b> |
|-------------------------------------|---------------------------------------|-------------------------|---------------|
| ATG Productions Limited             | Copyright – certain pantomime scripts |                         |               |

**Part 5**  
**Other Intellectual Property of the Chargor**

*[Include details of any material Intellectual Property not listed above (e.g. unregistered trade marks, databases)].*

**Part 6**  
**Intellectual Property Licences**

| <b>Name of Supplemental</b> | <b>Description of Intellectual</b> | <b>Licensor</b> | <b>Date of Licence</b> | <b>Duration of</b> |
|-----------------------------|------------------------------------|-----------------|------------------------|--------------------|
|-----------------------------|------------------------------------|-----------------|------------------------|--------------------|

**Chargor**

**Property  
Licences**

**Licence**

None

**SCHEDULE 5**  
**BANK ACCOUNTS**

**Part 1**  
**Accounts**

| <b>Name of<br/>Supplemental<br/>Chargor</b> | <b>Name and address of<br/>institution at which<br/>account is held</b> | <b>Account Number</b> | <b>Sort Code</b> |
|---------------------------------------------|-------------------------------------------------------------------------|-----------------------|------------------|
| The Ambassador<br>Theatre Group Limited     | Nat West                                                                | REDACTED              | REDACTED         |
| The Ambassador<br>Theatre Group Limited     | Nat West                                                                | REDACTED              | REDACTED         |
| The Ambassador<br>Theatre Group Limited     | Nat West                                                                | REDACTED              | REDACTED         |
| The Ambassador<br>Theatre Group Limited     | Nat West                                                                | REDACTED              | REDACTED         |
| The Ambassador<br>Theatre Group Limited     | Nat West                                                                | REDACTED              | REDACTED         |
| ATG London Limited                          | Nat West                                                                | REDACTED              | REDACTED         |
| Sonia Friedman<br>Productions Limited       | Nat West                                                                | REDACTED              | REDACTED         |
| Sonia Friedman<br>Productions Limited       | Nat West                                                                | REDACTED              | -                |
| Sonia Friedman<br>Productions Limited       | HSBC Bank plc                                                           | REDACTED              | -                |
| The Ticket Machine<br>Group Limited         | Nat West                                                                | REDACTED              | REDACTED         |
| The Ticket Machine<br>Group Limited         | Nat West                                                                | REDACTED              | REDACTED         |
| The Ticket Machine<br>Group Limited         | Nat West                                                                | REDACTED              | REDACTED         |
| ATG Entertainment<br>Limited                | Nat West                                                                | REDACTED              | REDACTED         |

**SCHEDULE 6**  
**INSURANCE POLICIES<sup>1</sup>**

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

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<sup>1</sup> For the avoidance of doubt, notwithstanding it being covered by a policy listed in this Schedule 6 (Insurance Policies), any third party liability or public liability insurance and any directors and officers insurance are excluded from this Schedule 6 (Insurance Policies) for the purposes of the Debenture and this Deed (in accordance with the definition of "Insurance Policies" as set out in the Debenture).

**SCHEDULE 7**  
**PARTNERSHIP SHARES**

| <b>Name of Supplemental<br/>Chargor</b>          | <b>Name of partnership in which Partnership Shares are held</b> |
|--------------------------------------------------|-----------------------------------------------------------------|
| The Ambassador Theatre<br>Group Limited          | First Family Entertainment LLP                                  |
| The Ambassador Theatre<br>Group (Venues) Limited | First Family Entertainment LLP                                  |

**SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE**

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**THE AMBASSADOR ENTERTAINMENT GROUP LIMITED acting by:**

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**THE AMBASSADOR THEATRE GROUP LIMITED** acting by:

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**THE AMBASSADOR THEATRE GROUP OVERSEAS HOLDINGS LIMITED acting by:**  
**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**THE AMBASSADOR THEATRE GROUP (VENUES) LIMITED acting by:**

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**FIRST FAMILY ENTERTAINMENT LLP acting by:**

**REDACTED**

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

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED** as a DEED by

**ATG LONDON LIMITED** acting by:

**REDACTED**

as Director:

ShanMae Teo

Witness:

**REDACTED**

Name:

Francesca Passey

Address:

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

Occupation:

Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**SONIA FRIEDMAN PRODUCTIONS LIMITED acting by:**

**REDACTED**

as Director: Sonia Friedman

Witness:

**REDACTED**

Name:

**PATRICK BONE**

Address:

**REDACTED**

Occupation:

**Exec Production Assistant**

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**THEATRE ROYAL BRIGHTON LIMITED** acting by:

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED** as a DEED by

**GLASGOW THEATRES LIMITED** acting by:

**REDACTED**

as ~~Director~~: ShanMae Teo

Witness: REDACTED

Name: <sup>u</sup>Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED** as a DEED by

**WOKING TURNSTYLE LIMITED** acting by:

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**MILTON KEYNES THEATRE LIMITED** acting by:

**REDACTED**

as Director: ShanMae Teo

**REDACTED**

Witness:

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**THE DUKE OF YORK'S THEATRE LIMITED acting by:**

**REDACTED** \_\_\_\_\_

as Director: ✓

\_\_\_\_\_  
ShanMae Teo

REDACTED

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Francesca Passey

Address: \_\_\_\_\_

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

Occupation: \_\_\_\_\_

\_\_\_\_\_  
Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**STOKE-ON-TRENT THEATRES LIMITED acting by:**

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**CHURCHILL THEATRE BROMLEY LIMITED acting by:**

**REDACTED**

as Director: ShanMae Teo

**REDACTED**

Witness:

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as/a DEED by**

**RICHMOND THEATRE LIMITED acting by:**

**REDACTED**

as Director:

ShanMae Teo

**REDACTED**

Witness:

Name:

Francesca Passey

Address:

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

Occupation:

Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**AYLESBURY WATERSIDE THEATRE LIMITED acting by:**

**REDACTED** \_\_\_\_\_

as Director: ShanMae Teo

**REDACTED**

Witness: \_\_\_\_\_

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**NEW WIMBLEDON THEATRE LIMITED** acting by:

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

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

**REDACTED**

as Director: ShanMae Teo

**REDACTED**

Witness: \_\_\_\_\_

Name: Francesca Passey

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

Occupation: Executive Assistant

**EXECUTED as a DEED by**

REDACTED

as Director: ShanMae Teo

Witness: \_\_\_\_\_

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**SAVOY THEATRE HOLDINGS LIMITED acting by:**

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**SAVOY THEATRE LIMITED** acting by:

**REDACTED** \_\_\_\_\_

as Director: ShanMae Teo  
**REDACTED**

Witness: \_\_\_\_\_

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**THE TICKET MACHINE GROUP LIMITED acting by:**

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**ATG PRODUCTIONS LIMITED acting by:**

**REDACTED**

as Director: ShanMae Teo

**REDACTED**

Witness:

Name:

Francesca Passey

Address:

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

Occupation:

Executive Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED** as a **DEED** by

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

**REDACTED**

as Director: Sonia Friedman

Witness:

PATRICK BONE

Name:

REDACTED

Address:

REDACTED

Occupation:

Exec Production Assistant

**SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**ATG ENTERTAINMENT LIMITED** acting by:

**REDACTED**

as Director: ShanMae Teo

Witness: REDACTED

Name: Francesca Passey

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

Occupation: Executive Assistant

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by:

\_\_\_\_\_

as Authorised Signatory: \_\_\_\_\_

REDACTED

BALJIT PUREWAL  
AUTHORISED SIGNATORY

Witness: \_\_\_\_\_

REDACTED

Name: \_\_\_\_\_

AJAIKPAL PUREWAL

Address: \_\_\_\_\_

REDACTED

Occupation: \_\_\_\_\_

PROJECT MANAGER

Notice Details

Address: \_\_\_\_\_

Corporate Trust & Loan Agency  
Level 27, 8 Canada Square  
London  
E14 5HQ

Telephone number: \_\_\_\_\_

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Email: \_\_\_\_\_

ctla.trustee.admin@hsbc.com

Attention: \_\_\_\_\_

CTLA Trustee Services Administration