

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

5111

03507468

Name of company

\* Stoke-on-Trent Theatres Limited (the "Charging Company")

Date of creation of the charge

8 October 2008

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

Amendment deed made between the Charging Company and the companies named  
therein (1), The Royal Bank of Scotland plc acting as agent for National  
Westminster Bank plc (2) and National Westminster Bank plc (3) (the "Deed")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

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

Postcode EC2M 4RB

Presentor's name address and  
reference (if any)

Taylor Wessing LLP  
Carmelite  
50 Victoria Embankment  
London  
EC4Y 0DX

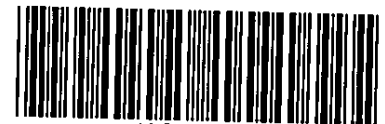
Ref AKG/IMB/SGS

Time critical reference  
RBS-7-43/Deed Stoke

For official Use (06/2005)  
Mortgage Section

Post room

WEDNESDAY



\*AQIFQ46X\*

A83

22/10/2008

40

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed Taylor Wadding LLP Date 21 October 2008

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

† delete as  
appropriate

Notes

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

## Definitions

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

**"Accession Deed"** means a deed substantially in the form set out in schedule 2 of the Debenture with such amendments as the Bank may approve or require,

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

**"Assigned Agreements"** means

- (a) the Keyman Policies, and
- (b) the Ticketmaster Agreements,

**"Borrower"** means The Ambassador Theatre Group Limited (company number 02671052),

**"Charged Property"** means, in relation to a Chargor, all assets mortgaged, charged or assigned by such Chargor by the Debenture or any Accession Deed,

**"Chargors"** means each Initial Chargor and any company which accedes to the terms of the Debenture pursuant to the terms of a duly executed Accession Deed (each a "Chargor"),

**"Debenture"** means a composite guarantee and debenture dated 4 November 2005 made between the Initial Chargors (1), and the Bank (2),

**"Debts"** means all present and future book and other debts and rights to money and income liquidated and unliquidated owing to a Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank,

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

**"Enforcement Event"** means any of the following events

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

**"Environmental Law"** means any law or requirement, code of practice, circular, guidance note, licence, consent or permission made or given under any law concerning the protection of the environment or human health, the condition of any land or of any place of work or the production, storage, treatment, transport

or disposal of any substance capable of causing harm to any living organism or the environment,

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

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

**"Group Shares"** means, in relation to a Chargor, all the shares specified opposite that Chargor's name in schedule 3 of the Debenture together with the shares specified in the schedule of any Accession Deed,

**"Initial Chargors"** means The Ambassador Theatre Group Limited (1), The Ambassadors Theatre Limited (2), The Duke of York's Theatre Limited (3), ATG London Limited (4), Milton Keynes Theatre Limited (5), Stoke-on-Trent Theatres Limited (6), Woking Turnstyle Limited (7), Churchill Theatre Bromley Limited (8), Richmond Theatre Limited (9), Glasgow Theatres Limited (10), Sonia Friedman Productions Limited (11), Theatre Royal Brighton Limited (12), ATG Management Limited (previously known as Peter Wilson Theatre Limited) (13), Smart Plays Limited (formerly known as ATG Management Limited) (14) and New Wimbledon Theatre Limited (15),

**"Intellectual Property"** means all present and future rights of a Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

**"Investment"** means any present and future

- (a) stock, share, bond or any form of loan capital of or in any legal entity including the Group Shares,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

owned by a Chargor (excluding any JV Interests) and any income, offer, right or benefit in respect of any such investment,

**"JV Interests"** means any shares, securities, units or other interests held by any Chargor in any company, trust, unit trust or other entity or scheme which is a Permitted Joint Venture or has otherwise been established as, or at any time is the subject of or part of a joint venture between such Chargor and any other person,

**"Key Person"** means Rosemary Squire, Helen Enright, Howard Panter and David Blyth,

**"Keyman Policies"** means the insurance policies effected by an insurance company acceptable to the Bank in relation to the lives of each Key Person,

**"Lease"** includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly,

**"Obligor"** means each Initial Chargor and any company which accedes to the terms of the Debenture pursuant to the terms of a duly executed Accession Deed,

**"Permitted Encumbrance"** has the same meaning assigned to it in the Agreement,

**"Permitted Joint Ventures"** has the same meaning assigned to it in the Agreement,

**"Property"** means each property described in schedule 3 to this Form 395 (or as the case may be, schedule 1 to the Accession Deed) (together the **"Properties"**),

**"Real Property"** means all freehold or leasehold property from time to time owned by the Chargors including the Properties,

**"Security Documents"** means the Debenture and any other document which grants security rights or rights by way of guarantee and/or indemnity or other assurance against loss in respect of any liabilities of any Obligor under the Finance Documents,

**"Subsidiary"** means a subsidiary within the meaning of section 736 of the Companies Act 1985,

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same),

**"Ticketmaster Agreements"** means the agreements set out in schedule 4 to this Form 395,

**"Unenforceable"** means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to any Finance Party or Chargor) and **"Unenforceability"** will be construed accordingly

## SCHEDULE 1

### *Amount secured by the mortgage or charge*

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

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

(the "**Secured Liabilities**")

## SCHEDULE 2

### *Short particulars of all the property mortgaged or charged*

#### **Fixed Security**

- 1 2 As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee
- (a) charged to the Bank by way of legal mortgage all freehold or leasehold property owned by such Chargor at the date of the Debenture including each Property listed in schedule 4 of the Debenture opposite such Chargor's name,
  - (b) charged to the Bank by way of equitable mortgage its interest in any freehold or leasehold property acquired by such Chargor after the date of the Debenture,
  - (c) assigned to the Bank its interest in any present or future licences under which such Chargor is entitled to occupy freehold or leasehold property,
  - (d) charged to the Bank by way of fixed charge its interest in
    - (i) all fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property,
    - (ii) any Investment owned by it,
    - (iii) its present and future goodwill and uncalled capital,
    - (iv) any Intellectual Property,
    - (v) any money now or at any time after the date of the Debenture standing to the credit of any present and future account of such Chargor with a bank or financial institution,
    - (vi) any present and future insurances in respect of any Charged Property and the proceeds of such insurances, and
    - (vii) any sum now or at any time after the date of the Debenture received by such Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986,
  - (e) assigned to the Bank its interest in the Assigned Agreements and the benefit of any guarantee or security for the performance of such agreements provided that if any such agreement, guarantee or security is expressed to be non-assignable then such Chargor charged its interest in it to the Bank by way of fixed charge,
  - (f) charged its interest in the Debts owing to such Chargor to the Bank by way of fixed charge, and
  - (g) charged to the Bank by way of fixed charge, all other assets of such Chargor not charged or assigned by the previous paragraphs of this

clause (other than such Chargor's stock in trade or work in progress)

**1 3     *Interest Containing Prohibition on Charging***

- (a)     Until the relevant consent has been obtained, there shall be excluded from the charge created by clause 3 1 of the Debenture (and from the operation of the further assurance provisions set out in clause 21 of the Debenture)
  - (i)     any leasehold property held by any Chargor under a lease the terms of which either preclude absolutely such Chargor from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "**Excluded Property**"), and
  - (ii)    any Ticketmaster Agreement requiring consent to its assignment where such consent has not been previously obtained
- (b)     With regard to each Excluded Property and any such Ticketmaster Agreement, such Chargor undertakes to make application for the consent of the relevant third party to the creation of the charge or assignment contained in clause 3 of the Debenture (or to be created pursuant to clause 21 of the Debenture) within fourteen days of the date hereof and, in respect of each lease and any such Ticketmaster Agreement which provides that the relevant third party will not unreasonably withhold its consent, to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Bank informed of the progress of its negotiations with such third parties
- (c)     Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Excluded Property or Ticketmaster Agreement shall thereupon stand charged or assigned (as the case may be) to the Bank pursuant to the terms of clause 3 1 of the Debenture. In respect of the Excluded Property, if required by the Bank at any time following receipt of such consent such Chargor will execute a valid legal mortgage in such form as the Bank shall reasonably require

**2.     *Floating Security***

**2 1     *Creation***

As continuing security for the payment of the Secured Liabilities each Chargor charges to the Bank by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Bank by way of fixed security pursuant to clause 3 1 of the Debenture

**2 2     *Conversion***

Subject to clause 4 3 of the Debenture, the Bank may at any time by written notice to a Chargor convert the floating charge created by clause 4 1 of the Debenture into a fixed charge as regards any assets specified in the notice if

- (a)     an Enforcement Event has occurred and is continuing unremedied and unwaived, or



- (b) in the reasonable opinion of the Bank (i) such assets are in danger of being seized or (ii) any legal process or execution is being enforced against such assets or (iii) that such assets are otherwise in jeopardy

### **2 3 *Moratorium under 1986 Act***

The Bank shall not be entitled to convert the floating charge created by clause 4 1 of the Debenture into a fixed charge as a result only of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986

### **2 4 *Qualifying floating charge***

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4 1 of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986

## **3 *Negative Covenants***

### **3 1 Each Chargor shall not except with the prior written consent of the Bank**

- (a) sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets mortgaged, charged or assigned by it under clause 3 of the Debenture or, save for full consideration in money or money's worth and in the ordinary course of that Chargor's business, sell, transfer, lease, or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets charged by it by way of floating charge under clause 4 of the Debenture,
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property other than a Permitted Encumbrance

### **SCHEDULE 3**

#### **Details of Registered Land**

| <b>Chargor</b>                  | <b>Property Description and Title Number</b>  |
|---------------------------------|---|
| ATG London Limited              | All those freehold land and buildings known as the Piccadilly Theatre, Sherwood Street, London W1 as the same are registered at the Land Registry with title absolute under title number LN30890                                    |
| ATG London Limited              | All those freehold land and buildings known as the Comedy Theatre, 6 Panton Street, London SW1Y 4DN as the same are registered at the Land Registry with title absolute under title number NGL785999                                |
| ATG London Limited              | All those freehold land and buildings being the Phoenix Theatre, Charing Cross Road, London as the same are registered at the Land Registry with title absolute under title number NGL785998  |
| ATG London Limited              | All those leasehold land and building known as the land on the North East side of the Phoenix Theatre, Charing Cross Road, Holborn as the same are registered at the Land Registry with title absolute under title number NGL712144 |
| ATG London Limited              | All those leasehold land and buildings known as the Donmar Warehouse Theatre, Thomas Neal's, Earlham Street, London WC2 as the same are registered at the Land Registry with title absolute under title number NGL697953            |
| ATG London Limited              | All those leasehold land and buildings known as the Whitehall Theatre, Charing Cross as the same are registered at the Land Registry with title absolute under title number NGL773960   |
| ATG London Limited              | All those leasehold land and buildings known as 9 Orange Street, London WC2H 7EA as the same are registered at the Land Registry with title absolute under title number NGL839345   |
| ATG London Limited              | All those leasehold land and buildings known as the Box Office adjoining the Phoenix Theatre, Charing Cross Road, London as the same are registered at the Land Registry with title absolute under title number NGL785996           |
| Theatre Royal Brighton Limited  | All those freehold land and buildings known as Theatre Royal, New Road, Brighton as the same are registered at the Land Registry with title absolute under title number ESX106297   |
| Theatre Royal Brighton Limited  | All those leasehold land and buildings known as 13 New Road, Brighton BN1 1UF as the same are registered at the Land Registry with title absolute under title number ESX 23256  |
| The Ambassadors Theatre Limited | All those freehold land and buildings known as The Ambassador's Theatre, West Street, London WC2H 9ND as the same are registered at the Land Registry with title absolute under title number NGL789624                              |

|                                      |  |
|--------------------------------------|--|
| The Duke of York's Theatre Limited   | All those freehold land and buildings known as The Duke of Yorks Theatre, St Martin's Lane as the same are registered at the Land Registry with title absolute under title number LN98005            |
| ATG London Limited                   | All those freehold land and buildings known as The Fortune Theatre, Russell Street as the same are registered at the Land Registry with title absolute under title number 432676                     |
| The Ambassador Theatre Group Limited | All those leasehold land and buildings known as Flat 21, 63 St Martins Lane, WC2N 4JS as the same are registered at the Land Registry with title absolute under title number NGL779789               |
| New Wimbledon Theatre Limited        | All those leasehold land and buildings known as Wimbledon Theatre, 93 The Broadway, London SW19 1QG as the same are registered at the Land Registry with title absolute under title number SGL653560 |

#### **Details of Unregistered Land**

| <b>Chargor</b>                    | <b>Property Description</b>  |
|-----------------------------------|--|
| Stoke-on-Trent Theatres Limited   | All that leasehold land and buildings known as the Regent Theatre, Hanley, Stoke-on-Trent as the same are more particularly comprised in a Lease dated 8 <sup>th</sup> September 1999 between The Council of the City of Stoke-on-Trent (1) Stoke-on-Trent Theatres Limited (2) The Ambassador Theatre Group Limited (3) and more particularly shown edged red on the plan marked 'A' attached to the Debenture                |
| Stoke-on-Trent Theatres Limited   | All those leasehold land and buildings known as The Victoria Concert Hall, Stoke-on-Trent as the same are more particularly comprised in a Lease dated 8 <sup>th</sup> September 1999 between The Council of the City of Stoke-on-Trent (1) Stoke-on-Trent Theatres Limited (2) The Ambassador Theatre Group Limited (3) and more particularly shown edged red on the plan marked 'B' attached to the Debenture                |
| Churchill Theatre Bromley Limited | All those leasehold land and buildings known as the Churchill Theatre, High Street, Bromley as the same are more particularly comprised in a Lease dated 3 <sup>rd</sup> April 2000 between The Mayor and Burgesses of the London Borough of Bromley (1) Churchill Theatre Bromley Limited (2) The Ambassador Theatre Group Limited (3) and more particularly shown edged red on the plan marked 'C' attached to the Debenture |
| Richmond Theatre Limited          | All those leasehold land and buildings known as Richmond Theatre, Richmond, Surrey as the same are more particularly described in a Sub-Sub-Underlease dated 28 November 2000 between Richmond Theatre Management Limited (1) Richmond Theatre Trust Limited (2) Richmond Theatre Limited (3) The Ambassador Theatre Group Limited (4) and more particularly   |

shown edged red on the plan marked 'D' attached to the  
Debenture

|                                  |  |
|----------------------------------|--|
| New Wimbledon<br>Theatre Limited | All those leasehold land and buildings known as The Studio Theatre, 103 The Broadway, London SW19 as the same are more particularly described in an Underlease dated 2 February 2004 between The Wimbledon Civic Theatre Trust Limited (1) ATG (Wimbledon Theatre) Limited (2) The Ambassador Theatre Group Limited (5) The Mayor and Burgesses of the London Borough of Merton (4) and more particularly shown edged red, but excluding the land edged blue, on the plan marked 'E' attached to the Debenture |
|----------------------------------|--|

## SCHEDULE 4

### *Ticketmaster Agreements*

| <b>Description</b>  | <b>Date</b>      | <b>Parties</b>  |
|---|------------------|---|
| Letter of Agreement                                       | 28 November 1994 | Ticketmaster UK Limited (1)<br>Mayfair Theatres and<br>Cinemas Limited (2)                        |
| Credit Card Authorisation<br>and Banking Addendum         | 28 November 1994 | Ticketmaster UK Limited (1)<br>Mayfair Theatres and<br>Cinemas Limited (2)                        |
| Addendum Agreement  | 1998             | Ticketmaster UK Limited (1)<br>Stoke-on-Trent Theatres<br>Limited (2)                             |
| CCAN Addendum –Switch                                     | 1999             | Ticketmaster UK Limited (1)<br>Milton Keynes Theatre<br>Limited (2)                               |
| User Agreement  | 1 May 1999       | Ticketmaster UK Limited (1)<br>Milton Keynes Theatre<br>Limited (2)                               |
| Addendum Agreement  | 1 May 1999       | Ticketmaster UK Limited (1)<br>Milton Keynes Theatre<br>Limited (2)                               |
| CCAN Addendum – Switch                                    | 1 May 1999       | Ticketmaster UK Limited (1)<br>Milton Keynes Theatre<br>Limited (2)                               |
| Amending Agreement  | 22 July 1999     | Ticketmaster UK Limited (1)<br>Associated Capital Theatres<br>Limited (2)<br>Maybox Group plc (3) |
| User Agreement  | 1 February 2000  | Ticketmaster UK Limited (1)<br>Theatre Royal Brighton<br>Limited (2)                              |
| Addendum Agreement  | 1 February 2000  | Ticketmaster UK Limited (1)<br>Theatre Royal Brighton<br>Limited (2)                              |
| Addition of Old Vic &<br>Playhouse as Principle<br>Venues | 2 February 2000  | Associated Capital Theatres<br>Limited (1)<br>Ticketmaster UK Limited (2)                         |
| User Agreement  | Undated          | Ticketmaster UK Limited (1)<br>Stoke-on-Trent Theatres<br>Limited (2)                             |



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

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

**COMPANY NO. 3507468  
CHARGE NO. 5**

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

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 OCTOBER  
2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES