

MR01

Particulars of a charge

020504 / E299

IRIS Laserform

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebF  
Please go to www.com

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

✗ **What this form is NOT**  
You may not use this form to  
register a charge where  
instrument Use form M



LD5 03/12/2013 #45  
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within  
**21 days** beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

✓ You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record

**1** Company details

Company number 0 3 6 6 9 2 8 0  
Company name in full Savoy Theatre Holdings Limited

For official use  
→ Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2** Charge creation date

Charge creation date 02 09 11 11 20 11 23

**3** Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name HSBC Corporate Trustee Company (UK) Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

None at the date of creation of the charge

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

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**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X


*Latham & Wathens*


X


This form must be signed by a person with an interest in the charge

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Particulars of a charge


 <b>Presenter information</b>	
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Lucy Tavener
Company name	Latham & Watkins (London) LLP
Address	99 Bishopsgate
Post town	London
County/Region	Greater London
Postcode	E C 2 M 3 X F
Country	
DX Reference	052023-0026
Telephone	02077101000

 <b>Certificate</b>
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.


 <b>Checklist</b>
We may return forms completed incorrectly or with information missing

<b>Please make sure you have remembered the following</b>
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register
<input checked="" type="checkbox"/> You have included a certified copy of the instrument with this form
<input checked="" type="checkbox"/> You have entered the date on which the charge was created
<input checked="" type="checkbox"/> You have shown the names of persons entitled to the charge
<input checked="" type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input checked="" type="checkbox"/> You have given a description in Section 4, if appropriate
<input checked="" type="checkbox"/> You have signed the form
<input checked="" type="checkbox"/> You have enclosed the correct fee
<input checked="" type="checkbox"/> Please do not send the original instrument, it must be a certified copy

 <b>Important information</b>
Please note that all information on this form will appear on the public record

 <b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper
Make cheques or postal orders payable to 'Companies House'

 <b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
<b>For companies registered in Scotland</b> The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)
<b>For companies registered in Northern Ireland</b> The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1

 <b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>



**FILE COPY**

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

Company number: 3669280

Charge code: 0366 9280 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2013 and created by SAVOY THEATRE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2013.

Given at Companies House, Cardiff on 5th December 2013



**Companies House**



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

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 under section 859A of the Companies Act 2006 is a correct copy of the original security instrument

*Sub by 2/12/2013*

## GLOBAL SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 29 November 2013

BETWEEN

- (1) **ATG Finance Limited**, a company incorporated in England and Wales with registered number 8770108 (the "**Company**"),
- (2) the parties listed in Schedule 7 to this Accession Deed (the "**New Chargors**" and each a "**New Chargor**"), and
- (3) **HSBC Corporate Trustee Company (UK) Limited** as security trustee for itself and the other Secured Parties (the "**Security Agent**")

### RECITAL

This deed is supplemental to a debenture dated 28 November 2013 between, amongst others, the Company, the Chargors named therein and the Security Agent (the "**Debenture**")

NOW THIS DEED WITNESSES as follows:

### 1 INTERPRETATION

#### 1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

#### 1.2 Construction

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.

### 2 ACCESSION OF NEW CHARGORS

#### 2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor

#### 2.2 Covenant to pay

Each New 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 the Secured Obligations when they fall due in the manner provided for in the Finance Documents.

#### 2.3 Specific Security

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of the 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 first legal mortgage all Property now belonging to or vested in it (including any property specified in Schedule 1 (*Properties*) opposite its name); and

(b) by way of fixed charge.

- (i) all its other interests (not charged under Clause 2.3(a)) in any Property and the benefit of all other agreements relating to land,
- (ii) all of its rights, title and interest in its Intellectual Property (including any Intellectual Property specified in Schedule 3 (Intellectual Property) opposite its name),
- (iii) all its Partnership Shares (including any Partnership Interests specified in Schedule 6 (Partnership Interests) opposite its name);
- (iv) all its Investments, Shares (including any Investments and Shares specified in Schedule 2 (Shares and Investments) opposite its name) and all corresponding Related Rights,
- (v) all its Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
- (vi) all its 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 its Accounts (including any accounts specified in Schedule 4 (Bank Accounts) opposite its name) and all of its rights, title and interest in relation to those accounts;
- (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (ix) its goodwill and uncalled capital, and
- (x) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements.

#### **2.4 Security Assignment**

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, as further security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Insurance Policies (including any Insurance Policies specified in Schedule 5 (Insurance Policies) opposite its name); and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to the relevant New Chargor of all such rights, title and interest upon payment or discharge in full of such New Chargor's Secured Obligations.

#### **2.5 Floating charge**

- (a) As further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of

itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.

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

## **2.6 Implied Covenants for Title**

The Security created under this Debenture is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (other than as permitted under the Senior Facilities Agreement).

## **3. NEGATIVE PLEDGE**

No New Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property under this deed (other than in respect of assets charged under Clause 2.5 (a) (*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 Charged Property under this deed,

except as permitted under the Finance Documents or with the prior consent of the Security Agent.

## **4. CONSTRUCTION OF DEBENTURE**

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

## **5. DESIGNATION AS A FINANCE DOCUMENT**

This deed is designated as a Finance Document

## **6. 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

## **7. GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.



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

- - -

**MAIDSTONE/SAVOY SECURITY ACCESSION DEED**

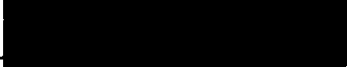
**SIGNATORIES TO SECURITY ACCESSION DEED**

**THE NEW CHARGORS**

**Maidstone Productions (Playhouse) Limited**

**EXECUTED AS A DEED**

By: Maidstone Productions (Playhouse) Limited



Signature of Director

ROSEMARY SQUIRE

Name of Director

in the presence of



Signature of witness

LSA BUTLER

Name of witness

39-41 CHARING

Address of witness

CROSS ROAD

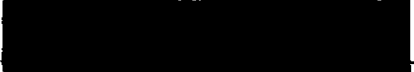
SOLICITOR

Occupation of witness

**Maidstone Productions (Savoy) Limited**

**EXECUTED AS A DEED**


By. Maidstone Productions (Savoy) Limited

  
ROSEMARY SQUIRE

Signature of Director

Name of Director

in the presence of

  
LISA BUTLER  
39-41 CHARING  
CROSS ROAD

Signature of witness

Name of witness

Address of witness


SOLICITOR

Occupation of witness

Savoy Theatre Holdings Limited

EXECUTED AS A DEED


By: Savoy Theatre Holdings Limited

  
ROSEMARY SQUIRT

Signature of Director

Name of Director

in the presence of

  
LISA BUTLER  
39-41 CHARING CROSS  
ROAD

Signature of witness

Name of witness

Address of witness

SOLICITOR

Occupation of witness

Savoy Theatre Limited

EXECUTED AS A DEED

By: Savoy Theatre Limited

[REDACTED]

Signature of Member

ROSEMARY SQUIRE

Name of Member

in the presence of

[REDACTED]

Signature of witness

LISA BUTLER

Name of witness

39-41 CHARING

Address of witness



CROSS ROAD

SOLICITOR

Occupation of witness

**THE COMPANY**

**EXECUTED as a DEED by**  
**ATG Finance Limited acting by**

Director  \_\_\_\_\_  
Name ROBERT SUDO \_\_\_\_\_  
Witness  \_\_\_\_\_  
Name EMMA ROBINSON \_\_\_\_\_  
Address. 110 FETTER LANE, LONDON \_\_\_\_\_  
Occupation SOLICITOR \_\_\_\_\_

THE SECURITY AGENT

EXECUTED as a DEED by  
HSBC Corporate Trustee Company (UK) Limited acting by

Authorised signatory

Name

Witness

Name

Address

Occupation

HSBC Bank plc

8 Canada Square

London

E14 5HQ

Notice Details

Address. 8 Canada Square, London, E14 5HQ

Facsimile +44 20 7991 1350

Attention +44 20 7991 8888

Email

# **SCHEDULES TO DEED OF ACCESSION**

## **SCHEDULE 1**

### **PROPERTIES**

#### **Registered Land, and land subject to compulsory first registration**

<b>Chargor</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Freehold or Leasehold</b>	<b>Title No./Description of Land</b>
Maidstone Productions (Playhouse) Limited	London	The Playhouse Theatre, Northumberland Avenue, Charing Cross, London WC2N 3DE	(a) Leasehold	(a) NGL552267
			(b) Leasehold	(b) NGL548572
Savoy Theatre Limited	London	Savoy Theatre, Carting Lane and Basement levels 2,3,4 and 6 (ground level), Savoy Court, London WC2R 0ET	(a)(i) Freehold	(a)(i) NGL770407
			(a)(ii) Leasehold	(a)(ii) an Under Lease dated 29 November 2013 granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of Savoy Theatre Limited for a period of 999 years (less 3 days)
			(b)(i) Leasehold	(b)(i) NGL850767
			(b)(ii) Leasehold	(b)(ii) an underlease granted by Aviva Investors REaLM Ground Rent Limited Partnership in favour of Savoy Theatre Limited for the period until 23 June 3004

#### **Unregistered Land**

None



## **SCHEDULE 2**

### **SHARES AND INVESTMENTS**

#### **Shares**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
Maidstone Productions (Savoy) Limited	Savoy Theatre Limited	7,500 ordinary shares at £5.50 each
Maidstone Productions (Savoy) Limited	Savoy Theatre Holdings Limited	1,500,000 ordinary shares of £0.10 each (1,000,000 Ordinary A shares and 500,000 Ordinary B shares)

#### **Investments**

None

**SCHEDULE 3**  
**INTELLECTUAL PROPERTY**

None

**SCHEDULE 4****BANK ACCOUNTS**

<b>Name of Chargor</b>	<b>Account Bank</b>	<b>Account Number</b>	<b>Sort Code</b>
Maidstone Productions (Playhouse) Limited	Nat West	[REDACTED]	60-40-05
Maidstone Productions (Savoy) Limited	Nat West	[REDACTED]	60-40-05
Savoy Theatre Limited	Nat West	[REDACTED]	51-50-14
Savoy Theatre Limited	Nat West	[REDACTED]	51-50-14

## SCHEDULE 5

### INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Ecclesiastical Insurance Office plc	021HG602573
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	AXA Insurance UK plc	LC COM 6777692
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	AIG Europe Ltd	25029273
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	QBE Casualty Syndicate 386	13PL249114JA
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	AIG Europe Ltd and CNA Insurance and XL Insurance Company Ltd	24022658
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	HSB Engineering Insurances Limited	H7L096320
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	HSB Engineering Insurances Limited	L153613/BLUCOM
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	AIG Europe Ltd	10584386
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	ACE European Group	UBBC66057
Maidstone Productions (Playhouse) Limited, Maidstone Productions (Savoy) Limited, Savoy Theatre Limited, Savoy	Chubb Insurance Company of Europe	82148417F

**SCHEDULE 6**  
**PARTNERSHIP SHARES**

None

**SCHEDULE 7**

**THE NEW CHARGORS**

**Maidstone Productions (Playhouse) Limited (4510126)**

**Maidstone Productions (Savoy) Limited (05527723)**

**Savoy Theatre Holdings Limited (3669280)**

**Savoy Theatre Limited (00053830)**