

101248/552

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



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☒ **What this form is for**
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FRIDAY



LD6 *L7GDW64V*
12/10/2018 #2
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. **Do not send the original.**

1

Company details

Company number 0 3 6 6 9 2 8 0

Company name in full SAVOY THEATRE HOLDINGS LIMITED

For official use

Filling 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 0 8 1 0 2 0 1 8

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
as the Security Agent

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.

MR01
Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description	Not Applicable	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes		
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8	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. <input type="checkbox"/>		① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here. Signature		
	This form must be signed by a person with an interest in the charge.		

MR01

Particulars of a charge



Presenter information

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

Contact name Roy Mwangi

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region London

Postcode E C 2 M 3 X F

Country United Kingdom

DX

Telephone 0-207-710-3086



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3669280

Charge code: 0366 9280 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th October 2018 and created by SAVOY THEATRE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2018.

Given at Companies House, Cardiff on 19th October 2018



Companies House



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

8 October 2018

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

and

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

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

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

Contact: Ross Pooley

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 true and correct copy of the original security instrument.

Signature: 

Date: 11 October 2018

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THIS SUPPLEMENTAL DEBENTURE (this “**Deed**”) is made on 8 October 2018

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 2015 Supplemental Debenture (as defined below); and (iii) the 2017 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 2015 Supplemental Debentures; and (c) the 2017 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 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 security deed (dated 9 May 2017) to the Debenture between the Parent and 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 2015 Supplemental Debenture; and (iii) the 2017 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 on 17

November 2014, as amended and restated by the amendment and restatement agreement dated 5 August 2015, as amended and restated by the amendment and restatement agreement dated 16 March 2017 and as further amended and restated by the amendment and restatement agreement dated 9 August 2018.

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 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 (*Shares and Investments*)” 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 and the 2017 Supplemental Debenture 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**

Name of Obligor	Registration Number
The Ambassador Entertainment Group Limited	7046007
The Ambassador Theatre Group Limited	2671052
The Ambassador Theatre Group Overseas Holdings Limited	8458696
The Ambassador Theatre Group (Venues) Limited	1444368
First Family Entertainment LLP	OC310596
ATG London Limited	3902727
Sonia Friedman Productions Limited	4302464
Theatre Royal Brighton Limited	3735154
Glasgow Theatres Limited	4423391
Woking Turnstyle Limited	02699637
Milton Keynes Theatre Limited	3490333
The Duke of York's Theatre Limited	592528
Stoke-on-Trent Theatres Limited	03507468
Churchill Theatre Bromley Limited	03944535
Richmond Theatre Limited	03716049
Aylesbury Waterside Theatre Limited	03944591
New Wimbledon Theatre Limited	04787118
Playhouse Theatre Limited (formerly known as Maidstone Productions (Playhouse) Limited)	04510126
Savoy Theatre Group Limited (formerly known as Maidstone Productions (Savoy) Limited)	05527723
Savoy Theatre Holdings Limited	03669280
Savoy Theatre Limited	00053830
The Ticket Machine Group Limited	02638971
ATG Productions Limited	09327475
SFP Shows Limited (formerly known as SFP Productions Limited)	09330152

**SCHEDULE 2
PROPERTIES**

Registered Land

Chargor	County and District (or London Borough)	Address or 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 (b) Leasehold	(a) AV97074 and AV55313 (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 6GQ	Leasehold	SY671546

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
The Ambassador Theatre Group (Venues) Limited	Liverpool	Liverpool Empire Theatre, Lime Street, Liverpool L1 1JE	(a) Leasehold (b) Occupational leasehold title	MS489346 MS612582 Lease to Aviva Investors Ground Rent GP Limited for a term from 2 April 2014 to 4 June 2127 subject to a leaseback from 2 April 2014 until 1 June 2127
The Ambassador Theatre Group (Venues) Limited	Liverpool	Liverpool Empire Theatre, Lime Street, Liverpool L1 1JE	Leasehold	MS489346
The Ambassador Theatre Group (Venues) Limited	Manchester	Opera House, Quay Street, Manchester M3 3HP	(a) Freehold (b) Leasehold	(a) LA251686 (b) MAN221176, 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).

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
The Ambassador Theatre Group (Venues) Limited	Manchester	The Palace Theatre, Oxford Street, Manchester M1 6FT	(a) Freehold	(a) LA105579
			(b) Leasehold	(b) MAN221178, 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).
The Ambassador Theatre Group (Venues) Limited	London	Apollo Victoria Theatre, 17 Wilton Road, London SW1V 1LG	(a) Freehold	(a) 321597
			(b) Leasehold	(b) NGL940261, 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).

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

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

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
The Ambassador Theatre Group (Venues) Limited	London	The Lyceum Theatre, 21 Wellington Street, London WC2E 7RQ	(a) Leasehold (b) Leasehold	(a) NGL728709 (b) NGL940257, 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 the period until 15 November 2138.

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

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

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
Savoy Theatre Limited	London	(a) Savoy Theatre, Carting Lane	(a)(i) Freehold	(a)(i) NGL770407
			(a)(ii) Leasehold	(a)(ii)
		(b) Basement levels 2,3,4 and 6 (ground level), Savoy Court, London WC2R 0ET	(b)(i) Leasehold	NGL940259, 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)(ii) Leasehold	(b)(i) NGL850767
				(b)(ii) NGL940260, 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

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold
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None

**SCHEDULE 3
SHARES AND INVESTMENTS**

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
International Entertainment Finance Limited	International Entertainment Investments Limited	1001 ordinary share of £1.00 each
International Entertainment Investments Limited	The Ambassador Entertainment Group Limited	320,941 ordinary A shares of £0.10 each 91,648 ordinary B shares of £0.10 each 104,209 ordinary C shares of £0.10 each 10,547 ordinary D shares of £0.10 each 563,832,180 ordinary E shares of £1.00 each
The Ambassador Theatre Group Limited	Theatre Royal Brighton	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	500,000 ordinary shares of £1.00 each
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	1,500,000 ordinary shares of £0.10 each (1,000,000 Ordinary A shares and 500,000 Ordinary B shares)
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

**Name of Chargor which holds
the investments**

Investments
Name of issuer

**Number and description of
investments**

None

SCHEDULE 4
INTELLECTUAL PROPERTY

Part 1
Patent and Patent Applications

Name of Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
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None

Part 2
Trade Marks and Trade Mark Applications

Name of Chargor	Territory	Trade Marks	Class No.	Registration No./ Application No.	Date of Registration/ Application
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None

Part 3
Registered Designs and Applications for Registered Designs

Name of Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
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None

Part 4
Copyright Works and Unregistered Designs

Name of Chargor	Description	Date of Creation	Author
ATG Limited	Productions 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

Name of Chargor	Description of Intellectual Property Licences	Licensor	Date of Licence	Duration of Licence
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None

**SCHEDULE 5
BANK ACCOUNTS**

**Part 1
Accounts**

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
LN International	REDACTED	REDACTED	REDACTED
Entertainment			
Investments Limited			
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group Overseas Holdings Limited	REDACTED	REDACTED	REDACTED
New Wimbledon Theatre Limited	REDACTED	REDACTED	REDACTED
ATG London Limited	REDACTED	REDACTED	REDACTED
ATG London Limited	REDACTED	REDACTED	REDACTED
ATG London Limited	REDACTED	REDACTED	REDACTED
Stoke-on-Trent Theatres Limited	REDACTED	REDACTED	REDACTED
Milton Keynes Theatre Limited	REDACTED	REDACTED	REDACTED
Duke of York's Theatre	REDACTED	REDACTED	REDACTED
Richmond Theatre Limited	REDACTED	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Theatre Royal Brighton Limited	REDACTED	REDACTED	REDACTED
Woking Turnstyle Limited	REDACTED	REDACTED	REDACTED
Sonia Friedman Productions Limited	REDACTED	REDACTED	REDACTED
Glasgow Theatres Limited	REDACTED	REDACTED	REDACTED
Aylesbury Waterside Theatre Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED
The Ambassador Theatre Group (Venues) Limited	REDACTED	REDACTED	REDACTED

**SCHEDULE 6
INSURANCE POLICIES¹**

Name of Chargor	Insurer	Policy Number
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Allianz Insurance plc	27/SZ/237/6656
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited	AIG Europe Ltd	B077443251489
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited	QBE Casualty Syndicate 386	B077453608073

¹ 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).

Name of Chargor	Insurer	Policy Number
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited	AIG Europe Ltd and QBE Casualty Syndicate 386 and Chubb Insurance Company of Europe SE	B077443251489 B077453608073 & UKCASC85978
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited, The Ambassador Entertainment Group Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Allianz Insurance plc	61/NZ/23825522
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited, The Ambassador Entertainment Group Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Allianz Insurance plc	61/NK/23827121/7

Name of Chargor	Insurer	Policy Number
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited	AIG Europe Ltd	B077443251489
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited, The Ticket Machine Group Limited, The Ambassador Entertainment Group Limited, Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Chubb Insurance Company of Europe SE	UKBBBC99834
The Ambassador Theatre Group Limited, The Ambassador Theatre Group (Venues) Limited, ATG London Limited, First Family Entertainment LLP, Theatre Royal Brighton Limited, Churchill Theatre Bromley Limited, The Duke of York's Theatre Limited, Glasgow Theatres Limited, Milton Keynes Theatre Limited, Richmond Theatre Limited, Stoke-on-Trent Theatres Limited, New Wimbledon Theatre Limited, Woking Turnstyle Limited, Sonia Friedman Productions Limited, Aylesbury Waterside Theatre Limited,	Chubb Insurance Company of Europe SE	UKFINC99671
The Ambassador Theatre Group (Venues) Limited	Chubb Insurance Company of Europe SE	87320A12
The Ambassador Theatre Group Limited (Run-off Directors and Officers Liability cover)	Chubb Insurance Company of Europe SE	82374657A
The Ambassador Entertainment Group Limited	AIG Europe Ltd	B077443251489

Name of Chargor	Insurer	Policy Number
The Ambassador Entertainment Group Limited	QBE Casualty Syndicate 386	B077453608073
The Ambassador Entertainment Group Limited	AIG Europe Ltd and QBE Casualty Syndicate 386 and Chubb Insurance Company of Europe SE	B077443251489 B077453608073 & UKCASC85978
The Ambassador Entertainment Group Limited	Chubb Insurance Company of Europe SE	UKFINC99671
The Ambassador Entertainment Group Limited	Chubb Insurance Company of Europe SE	82374657C
The Ambassador Entertainment Group Limited	Markel (UK) Limited	A49610/0513
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	AIG Europe Ltd	B077443251489
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	QBE Casualty Syndicate 386	B077453608073
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	AIG Europe Ltd and QBE Casualty Syndicate 386 and Chubb Insurance Company of Europe SE	B077443251489 B077453608073 & UKCASC85978
Playhouse Theatre Limited, Savoy Theatre Group Limited, Savoy Theatre Limited, Savoy Theatre Holdings Limited	Chubb Insurance Company of Europe SE	UKFINC99671

SCHEDULE 7
PARTNERSHIP SHARES

Name of Chargor	Name of partnership in which Partnership Shares are held
The Ambassador Theatre Group Limited	First Family Entertainment LLP
The Ambassador Theatre 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: CACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THE AMBASSADOR THEATRE GROUP OVERSEAS HOLDINGS LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

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

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

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: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATG LONDON LIMITED acting by:
REDACTED

as Director ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA.

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SONIA FRIEDMAN PRODUCTIONS LIMITED acting by:

Sonia Friedman
as Director: REDACTED

Witness: REDACTED

Name: *Daniel O'Carroll*

Address: REDACTED

Occupation: *Executive Assistant*

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

THEATRE ROYAL BRIGHTON LIMITED acting by:
REDACTED

as Director ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

GLASGOW THEATRES LIMITED acting by:
REDACTED

as Director,

ShanMae Teo

Witness:

REDACTED

Name:

RACHEL WHITE

Address:

REDACTED

Occupation:

GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

WORKING TURNSTYLE LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

MILTON KEYNES THEATRE LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: CA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

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

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: CA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

STOKE-ON-TRENT THEATRES LIMITED acting by:
REDACTED

as Director:

ShanMae Teo

Witness:

REDACTED

Name:

RACHEL WHITE

Address:

REDACTED

Occupation:

GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

CHURCHILL/THEATRE BROMLEY LIMITED acting by:
REDACTED

as Director

ShanMae Teo

REDACTED

Witness:

Name:

RACHEL WHITE

Address:

REDACTED

Occupation:

CA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

RICHMOND THEATRE LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED and DEED by

AYLESBURY WATERSIDE THEATRE LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: EA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

NEW WIMBLEDON THEATRE LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: EA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

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

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as DEED by

SAVOY THEATRE GROUP LIMITED (formerly known as Maidstone Productions (Savoy Limited) acting by:

REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE HOLDINGS LIMITED acting by:
REDACTED

as Director, ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

SAVOY THEATRE LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: FA

SUPPLEMENTAL CHARGOR

EXECUTED ^Aas a DEED by

THE TICKET MACHINE GROUP LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: FA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATG PRODUCTIONS LIMITED acting by:
REDACTED

as Director: ShanMae Teo

Witness: REDACTED

Name: RACHEL WHITE

Address: REDACTED

Occupation: GA

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

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

Sonia Friedman

as Director:

REDACTED

Witness:

REDACTED

Name:

Daniel O'Carroll

Address:

REDACTED

Occupation:

Executive Assistant

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by:

JAMES MCCOMB

REDACTED

as Authorised Signatory: _____

Notice Details

Address: Corporate Trust & Loan Agency
Level 28, 8 Canada Square
London
E14 5HQ

Telephone number: +44 20 7991 4350

Email: ctla.trustee.admin@hsbc.com

Attention: CTLA Trustee Services Administration