

MR01

Particulars of a charge



Companies House

100333/26

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 for**
You may not use this form to
register a charge where there is no
instrument. Use form MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
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.
It must be scanned and placed on the public record. **Do not send the original.**

TUESDAY



LD5 15/09/2015 #6
COMPANIES HOUSE

1 Company details

Company number 08770108

Company name in full ATG Finance Limited ✓

2 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 01/09/2015 ✓

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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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	N/A	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	 X <i>Latham + Watkins</i> X	
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 David Hallett

Company name Latham & Watkins

Address 99 Bishopsgate

Post town

County/Region London

Postcode E C 2 M 3 X F

Country England

DX

Telephone 0207 710 4538



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 £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'.



Where to send

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

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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

FILE COPY

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8770108

Charge code. 0877 0108 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2015 and created by ATG FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th September 2015.

Given at Companies House, Cardiff on 21st September 2015




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

Signature 

14 September 2015

Date 14.09.2015

ATG Finance Limited
and the other Supplemental Chargors listed in Schedule 1

and

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

**SUPPLEMENTAL DEBENTURE TO THE
DEBENTURE DATED 28 NOVEMBER 2013**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44 20 7710 1000
www.lw.com

Contact: Ross Pooley

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THIS SUPPLEMENTAL DEBENTURE (this "Deed") is made on 14 September 2015

BETWEEN

- (1) **ATG FINANCE LIMITED**, a company incorporated in England and Wales with registered number 8770108 (the "**Company**"),
- (2) **THE COMPANIES** listed in Schedule 1 (*Supplemental Chargors*), (together with the Company, each a "**Supplemental Chargor**" and together the "**Supplemental Chargors**"), and
- (3) **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 between, amongst others, the Company, the chargors named therein (including the Supplemental Chargors), and the Security Agent (the "**Debenture**")
- (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 each Security Accession Deed entered into by a Supplemental Chargor) shall have the same meaning when used in this Deed

In addition, the following definition 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)

"**Original Security**" means the Security created under the Debenture as supplemented by each Security Accession Deed entered into from time to time

"**Senior Facilities Agreement**" means the Senior Facilities Agreement dated 27 November 2013 between, among others, the Company and the Security Agent, as amended on 17 November 2014 and as further amended and restated on or about the date of this Deed

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

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 the 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 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 legal mortgage, ranking junior only to the Original Security, all Property now belonging to or vested in it, and
- (b) by way of fixed charge, ranking junior only to the Original Security
 - (i) all other interests (not effectively charged 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,
 - (i) all the Investments, Shares (including but not limited to, the shares specified in Schedule 2 (*Shares and Investments*)) and all corresponding Related Rights,
 - (ii) all the Partnership Shares,
 - (iii) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
 - (iv) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
 - (v) all monies standing to the credit of the Accounts and all of its rights, title and interest in relation to those accounts,
 - (vi) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets, and
 - (vii) 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 the Secured Obligations, each Supplemental Chargor charges by way of fixed charge, ranking junior only to the Original Security, in favour of the Security Agent all its rights, title and interest in (and claims under) the Assigned Agreements and Insurance Policies
- (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 the 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, 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,

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) “all existing charges” under clause 7.4(a)(iii)(1) of the Debenture was a reference to 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 Chargers in favour of the Security Agent from time to time,

- (vi) "first ranking charge" under clause 7 4(a)(iii)(2) of the Debenture was a reference to "charge, ranking junior only to the Original Security 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
- (vii) "Schedule 3 (*Properties*)" in Clause 6 2 (*Representations and Warranties - Shares*) were references to Schedule 2 (*Shares and Investments*) of this Deed "
- (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. DESIGNATION

This Deed is designated as a Finance Document

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 Helen Enright

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 CHARGOR

Name of Obligor		Registration number
1	ATG Finance Limited	8770108
2	ATEG Limited	8769925

SCHEDULE 2

SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
ATG Finance Limited	ATEG Limited	1001 ordinary share of £1
ATEG Limited	The Ambassador Entertainment Group Limited	320,941 ordinary A shares
		91,648 ordinary B shares
		104,209 ordinary C shares
		10,547 ordinary D shares
		563,832,180 ordinary E shares

Investments

Name of Chargor which holds the investments	Name of issuer	Number and description of investments
	None	

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

THE COMPANY AND SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATG FINANCE LIMITED acting by

PETER KAVANAGH

as Director

REDACTED

Witness

REDACTED

Name

NICOLA RINDS

Address

REDACTED

Occupation

LEGAL AND BUSINESS AFFAIRS ASSISTANT

THE SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

ATEG LIMITED acting by

PETER KAVANASH

as Director:

REDACTED

Witness

REDACTED

Name

NICOLA KING

Address:

REDACTED

Occupation

LEGAL AND BUSINESS AFFAIRS ASSISTANT

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by

REDACTED

as ~~Authorised Signatory~~

Name

Leticia Wilson
Director

REDACTED

Witness

Name

Jason Blondell

Address

Occupation

HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED
8 Canada Square
Level 27
London E14 5HQ