



Registration of a Charge

Company name: **INTERNATIONAL ENTERTAINMENT FINANCE LIMITED**

Company number: **08770108**



X9G6L44A

Received for Electronic Filing: **22/10/2020**

Details of Charge

Date of creation: **22/10/2020**

Charge code: **0877 0108 0005**

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

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

JEFFREY LAU



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8770108

Charge code: 0877 0108 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd October 2020 and created by INTERNATIONAL ENTERTAINMENT FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd October 2020 .

Given at Companies House, Cardiff on 23rd October 2020

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

22 October 2020

International Entertainment Finance Limited

(as the Parent and a Supplemental Chargor)

and

International Entertainment Investments Limited

(as a Supplemental Chargor)

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

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

Signature: Jeffrey Lau
Name: Jeffrey Lau
Title: Solicitor
Date: 22 October 2020

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THIS SUPPLEMENTAL DEBENTURE (this “Deed”) is made on 22 October 2020

BETWEEN:

- (1) **INTERNATIONAL ENTERTAINMENT FINANCE LIMITED** (formerly ATG Finance Limited), a private limited company incorporated in England and Wales with registered number 8770108 (the “Parent”);
- (2) **INTERNATIONAL ENTERTAINMENT INVESTMENTS LIMITED** (formerly ATEG Limited), a private limited company incorporated in England and Wales with registered number 8769925 (together with the Parent, 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 (the “**Debenture**”) between the Parent, the Company and the Security Agent as supplemented by (i) the 2015 Supplemental Debenture (as defined below); (ii) the 2017 Supplemental Debenture (as defined below); and (iii) the 2018 Supplemental Debenture (as defined below).
- (B) This Deed is subject to, and has the benefit of, the Intercreditor Agreement.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

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

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

“**2015 Supplemental Debenture**” means the supplemental debenture (dated 14 September 2015) to the Debenture between the Parent and the Company as supplemental chargors and the Security Agent.

“**2017 Supplemental Debenture**” means the supplemental debenture (dated 9 May 2017) to the Debenture between, among others, the Parent and the Company as supplemental chargors and the Security Agent.

“**2018 Supplemental Debenture**” means the supplemental debenture (dated 9 August 2018) to the Debenture between the Parent and the Company as supplemental chargors and the Security Agent.

“**Original Security**” means the Security created under the Debenture as supplemented by the 2015 Supplemental Debenture, the 2017 Supplemental Debenture and 2018 Supplemental Debenture.

“**Senior Facilities Agreement**” means the Senior Facilities Agreement originally dated 27 November 2013 between, among others, the Parent and the Security Agent, as amended 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, as amended and restated by the amendment and restatement agreement dated 9 August 2018 and as further amended by a consent request dated 30 April 2020 from the Parent to the Agent (as supplemented by a supplemental consent request dated 18 May 2020).

1.2 Construction

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

1.3 Permitted Security

- (a) The (a) Security created under this Deed and (b) Original Security is subject to any Permitted Security 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 1 (*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 3 (*Intellectual Property*) hereto);
- (iii) all the Investments, Shares (including, but not limited to, the Shares specified in Schedule 2 (*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 4 (*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 5 (*Insurance Policies*) hereto).
- (b) Until the occurrence of a Declared Default, the relevant Supplemental Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and/or Insurance Policies.

3.3 Floating Charge

- (a) Without prejudice but subject only to Clause 1.6 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of its Secured Obligations, each Supplemental Chargor charges with full title guarantee in favour of the Security Agent by way of floating charge, ranking junior only to the Original Security and to any prior ranking Security permitted under Clause 1.3 (*Permitted Security*) of this Deed, all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

4. NEGATIVE PLEDGE

No Supplemental Chargor may:

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

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

5. INCORPORATION OF TERMS FROM DEBENTURE

- (a) The provisions of Clause 3.4 (*Conversion of Floating Charge*), Clause 3.5 (*Property Restricting Charging*), Clause 4 (*Further Assurance*) and Clause 6 (*Representations and Warranties*) to Clause 24 (*Miscellaneous*) of the Debenture shall be deemed to be incorporated into this Deed *mutatis mutandis* and in particular, but without limitation, as if references in those clauses to:
 - (i) “this Debenture” or “this Deed” and other similar expressions were a reference to this Deed;
 - (ii) an “assignment” under Clause 3.2 of the Debenture was a reference to the charge created by Clause 3.2 (*Assigned Agreements and Insurance Policies*) of this Deed;
 - (iii) “Chargor” was a reference to a Supplemental Chargor under this Deed;
 - (iv) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed;
 - (v) in Clause 6.2 (*Representations and Warranties – Shares*) of the Debenture:
 - (A) “Schedule 3 (*Properties*)” were references to Schedule 2 (*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 2 (*Shares and Investments*) hereto)”;
 - (vi) “Schedule 7 (*Partnership Shares*)” in Clause 6.3 (*Representations and Warranties - Partnership Shares*) were references to Schedule 6 (*Partnership Shares*) of this Deed”;
 - (vii) “all existing charges” in Clause 7.4(a)(iii)(1) of the Debenture was a reference to “all existing charges other than those granted under Clause 3.1 (*Specific Security*) of the Debenture as supplemented by each Security Accession Deed entered into from time to time or under any supplemental

charge entered into by the Supplemental Chargors in favour of the Security Agent from time to time and other than any prior ranking Security permitted under Clause 1.3 (Permitted Security) of this Deed"; and

- (viii) *"first ranking charge" in Clause 7.4(a)(iii)(2) of the Debenture was a reference to "charge, ranking junior only to the Original Security, to any prior ranking Security permitted under Clause 1.3 (Permitted Security) of this Deed and any supplemental charge entered into by the Supplemental Chargors in favour of the Security Agent from time to time prior to the date of the application to be made to the Land Registry as set out in this sub paragraph (iii)",*

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

- (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]¹

¹ Note to A&O – please confirm.

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

PROPERTIES

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
None at the date of this Deed.				

SCHEDULE 2
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 shares of £1.00 each
International Entertainment Investments 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 563,832,181 ordinary E shares

Investments

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

SCHEDULE 3
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
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None

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 4
BANK ACCOUNTS**

**Part 1
Accounts**

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
International Entertainment Investments Limited	Nat West	REDACTED	REDACTED
International Entertainment Investments Limited	Nat West	REDACTED	REDACTED
International Entertainment Investments Limited	Nat West	REDACTED	REDACTED
International Entertainment Investments Limited	Nat West	REDACTED	REDACTED
International Entertainment Investments Limited	HSBC	REDACTED	REDACTED
International Entertainment Investments Limited	HSBC	REDACTED	REDACTED
International Entertainment Investments Limited	HSBC	REDACTED	REDACTED
International Entertainment Investments Limited	HSBC	REDACTED	n/a

**SCHEDULE 5
INSURANCE POLICIES**

Name of Chargor	Insurer	Policy Number
None.		

SCHEDULE 6
PARTNERSHIP SHARES

Name of Chargor	Name of partnership in which Partnership Shares are held
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None.	
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SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

INTERNATIONAL ENTERTAINMENT FINANCE LIMITED acting by:

REDACTED

as Director: _____

REDACTED

Witness:

Name:

JULIE JOFFELL

Address:

REDACTED

Occupation:

EXECUTIVE ASSISTANT

SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

INTERNATIONAL ENTERTAINMENT INVESTMENTS LIMITED acting by:

REDACTED

as Director:

REDACTED

Witness:

Name:

JULIE DUFFELL

Address:

REDACTED

Occupation:

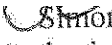
EXECUTIVE ASSISTANT

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by:

REDACTED

 Simon Lazarus
Authorised Signatory

as Authorised Signatory: _____

REDACTED

Witness: _____

Name: LAURA LAZARUS

Address: REDACTED

Occupation: TEACHER

Notice Details

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

Telephone number: +44 20 7991 4350

Email: ctla.trustee.admin@hsbc.com

Attention: CTLA Trustee Services Administration