



Registration of a Charge

Company Name: **WILLIAM HILL ORGANIZATION LIMITED**

Company Number: **00278208**



Received for filing in Electronic Format on the: **02/09/2021**

XAC60597

Details of Charge

Date of creation: **27/08/2021**

Charge code: **0027 8208 0013**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH AS SECURITY AGENT**

Brief description: **NONE**

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: **CAHILL GORDON & REINDEL (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 278208

Charge code: 0027 8208 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th August 2021 and created by WILLIAM HILL ORGANIZATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2021 .

Given at Companies House, Cardiff on 3rd September 2021

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**

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 27 August 2021

BETWEEN:

- (1) The entities set out in Schedule 1 (*The New Chargors*) (the “**New Chargors**”); and
- (2) **Deutsche Bank AG, London Branch** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This Deed is supplemental to a debenture dated 22 April 2021 between, amongst others, the Original Chargor named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “**Debenture**”), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

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

1.2 Construction

Clauses 1.2 (*Construction*) to 1.3 (*Existing Notes Obligations*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

(a) Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor, in each case in respect of those of its assets specified herein.

(b) Each New Chargor is a member of the Target Group as at the date of this Deed.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Loan Documents, each New Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Specific Security

Subject to clause 3.4 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of the Secured Obligations:

- (a) charges in favour of the Security Agent with full title guarantee, by way of fixed charge all of its Shares and all corresponding Related Rights;

- (b) charges with full title guarantee the Bank Accounts, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge in favour of the Security Agent;
- (c) if not effectively assigned by paragraph (d) below, charges in favour of the Security Agent with full title guarantee, by way of fixed charge all of its rights, title and interest from time to time in and to its Intra-Group Debt Documents and all Related Rights; and
- (d) assigns absolutely by way of security with full title guarantee to the Security Agent all its right, title and interest from time to time in and to its Intra-Group Debt Documents and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Intra-Group Debt Document to the Chargor (or as it shall direct).

2.4 **Floating charge**

- (a) Subject to clause 3.4 (*Excluded Assets*) of the Debenture, as further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.4 (*Floating Charge*).

3. **NEGATIVE PLEDGE**

Each New Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Security or other transactions not prohibited under the Loan Documents or in respect of which the Required Creditor Consent has been obtained.

4. **CONSTRUCTION OF DEBENTURE**

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

5. **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.

6. **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) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual

obligation arising out of or in connection with this Deed) (a “**Dispute**”). The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

- (c) The parties agree that, notwithstanding Clause 6(b) above, nothing in this Deed shall prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into on the date stated at the beginning of this Deed and executed as a deed by each New Chargor and is intended to be and is delivered by it as a deed on the date first above written.

SCHEDULE 1

The New Chargors

<u>New Chargors</u>	<u>Registered number</u>	<u>Jurisdiction of incorporation</u>
Caesars UK Holdings Limited	12907596	England and Wales
Grand Parade Limited	05914860	England and Wales
William Hill Limited	04212563	England and Wales
William Hill Organization Limited	00278208	England and Wales

SCHEDULE 2

Shares

None at the date of this Deed.

Signatories to Security Accession Deed

THE NEW CHARGORS

**EXECUTED as a DEED by
CAESARS UK HOLDINGS LIMITED** acting by:

Anthony Carano as Director: _____

Bret Yunker as Director: _____

**EXECUTED as a DEED by
WILLIAM HILL LIMITED** acting by:

Bret Yunker as Director: _____

Wilhelmus Hageman as Director: _____

**EXECUTED as a DEED by
GRAND PARADE LIMITED** acting by:

Philip Le-Grice as Director: _____

Simon Callander as Director: _____

EXECUTED as a DEED by
WILLIAM HILL ORGANIZATION LIMITED acting by:

Simon Callander as Director:

_____

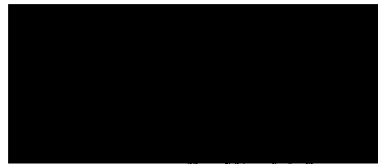
Wilhelmus Hageman as Director:

_____

THE SECURITY AGENT

SIGNED by
DEUTSCHE BANK AG, LONDON
BRANCH
acting by:

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)
)
)



as Authorised Signatory

Paul Gaines
Assistant Vice President

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)
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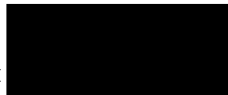


as Authorised Signatory

Craig Hoepfl
Vice President

in the presence of:

Witness's signature:



Sean Ferguson

Occupation: *Bank Officer*

Name: *Sean Ferguson*

Address:

Winchester House
1 Great Winchester Street
London
EC2N 2DB