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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

CHA 116

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

To the Registrar of Companies

For official use

Company number

[12]

3447836

Name of company

* The Grand Bookmaking Company Limited (the "Chargor")

Date of creation of the charge

2 December 1997

Description of the instrument (if any) creating or evidencing the charge (note 2)

Guarantee and Debenture dated 2 December 1997 (the "Debenture") between the Chargor, William Hill Finance plc ("Finco") and the Chargee (as defined below)

Amount secured by the mortgage or charge

See attachment 1

Names and addresses of the mortgagees or persons entitled to the charge

Bankers Trustee Company Limited as security agent and trustee for itself and the other Secured Parties, 1 Appold Street, Broadgate, London EC2A 2HE (the "Chargee")

Presentor's name address and
reference (if any):

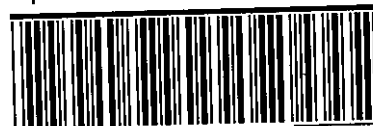
Ashurst Morris Crisp
Broadwalk House
5 Appold Street
LONDON
EC2A 2HA

Ref: RIM/156B07219/361646

Time critical reference

For official use
Mortgage Section

Post room



A07 *AJ7LB231* 241
COMPANIES HOUSE 18/12/97

See attachment 3.

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bold block
lettering

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

Robert Norris Corp

Date

17/12/17

On behalf of ~~[company]~~ ~~[mortgagee]~~/chargee[†]

[†] delete as
appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Attachment 1

All money and liabilities now or hereafter due, owing or incurred to the Senior Finance Parties (or any of them) by the Obligors under the Senior Finance Documents (or any of them), in any currency or currencies whether present or future, actual or contingent whether incurred solely or jointly with any other persons and whether as principal, guarantor or surety, together with all interest accruing thereon and all costs, charges and expenses payable in connection therewith pursuant to any of the Senior Finance Documents (the "Indebtedness"); and

All money and liabilities now or hereafter due, owing or incurred to the Senior Subordinated Noteholders (or any of them) by any Obligor under the Senior Subordinated Notes Documents (or any of them) in any currency or currencies, whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal, guarantor or surety together with all interest accruing thereon and all costs, charges and expenses payable in connection therewith pursuant to any of the Senior Subordinated Notes Document (the "**Finco Indebtedness**").

In each case, capitalised terms have the meaning given to them in Attachment 2 (Definitions) hereto.

Attachment 2

Definitions

"Accession Document" means an agreement substantially in the form set out in Schedule 7 of the Senior Facilities Agreement pursuant to which a Group Company becomes a Borrower;

"Agent" means Bankers Trust Company acting in its capacity as agent for the Banks or such other agent for the Banks as shall be appointed pursuant to Clause 22.9 (Termination and Resignation of Agency: Appointment of Successor) of the Senior Facilities Agreement;

"Acquisition Agreement" means an agreement for the acquisition of the entire issued share capital of William Hill Organization Limited, Laystall Limited, Camec Limited and William Hill Trustee Limited between The Brent Walker Group plc and The Grand Bookmaking Company Limited dated 9 October 1997;

"Ancillary Bank" means a Bank which has agreed to make available Ancillary Facilities in its capacity as lender under an Ancillary Facility Letter;

"Ancillary Documents" means each Ancillary Facility Letter and any other documents constituting or evidencing amounts outstanding thereunder and **"Ancillary Document"** means any one of them;

"Ancillary Facilities" means working capital facilities made available by an Ancillary Bank under an Ancillary Facility Letter in the manner provided for in Clause 7 (Ancillary Facilities) of the Senior Facilities Agreement;

"Ancillary Facility Letter" means a facility letter entered into by an Ancillary Bank and one or more Borrowers in accordance with Clause 7 (Ancillary Facilities) of the Senior Facilities Agreement;

"Arranger" means Bankers Trust International plc acting in its capacity as arranger under the Senior Finance Agreement;

"Assigned Agreements" means the Acquisition Agreement, the Insurances and the Hedging Agreements;

"Bank" has the meaning given to it in the Senior Facilities Agreement;

"Bank Guarantee" means a guarantee issued or to be issued by an Issuing Bank under the Revolving Facility (as defined in the Senior Facilities Agreement) in the form provided for in Part II of Schedule 8 of the Senior Facilities Agreement or in such other form as may be agreed between the Chargor, the Agent and the relevant Issuing Bank (such agreement not to be unreasonably withheld);

"Borrowers" means the Chargor and each other Group Company which becomes a borrower pursuant to Clause 5 of the Senior Facilities Agreement (Borrowers under the Facilities) or Schedule 2 of the Senior Facilities Agreement by executing an Accession Document and

"Borrower" means any of them;

"Camec" means Camec Limited (a company registered in England with registered number 308820);

"Cash Collateral Account" has the meaning given to it in the Senior Facilities Agreement;

"Charged Premises" means the Premises other than the Excluded Properties;

"Charged Property" means, in the case of the Chargor, all the assets, property, goodwill and undertaking of the Chargor from time to time charged, secured or assigned to the Security Agent and, in the case of Finco, all of the rights, title and interest of Finco in the Finco Loan Agreement assigned to the Security Agent, in each case pursuant to the terms of the Debenture;

"Distribution Rights" means, in relation to an Investment or Subsidiary Share, all dividends, distributions and other income paid or payable on that Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from that Investment or Subsidiary Share (as the case may be) together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Equity Investors" means Nomura International plc as original equity investor and any assignee or transferee of any interest in the Chargor;

"Event of Default" means any of the events specified in Clause 21.1 (List of Events) of the Senior Facilities Agreement or Condition 5(a) of the instrument constituting the Senior Subordinated Notes;

"Excluded Investments" has the meaning given to it in paragraph 1.7(a) (Investments Subject to Prohibition on Charging);

"Excluded Property" has the meaning given to it in paragraph 1.6(a) (Leasehold Interests Containing Prohibition on Charging);

"Facilities" means the Term Facilities, the Revolving Facility and the Ancillary Facilities, in each case as defined in the Senior Facilities Agreement;

"Fees Letter" means the letter from the Agent to the Chargor dated on or about the date of the Senior Facilities Agreement setting out details of certain fees payable by the Chargor in connection with the Facilities and referred to in Clause 17 (Fees, Expenses and Stamp Duties) of the Senior Facilities Agreement;

"Finance Documents" means (as and when each such document is entered into) each of the Senior Finance Documents and the Senior Subordinated Notes Documents;

"Finco Loan Agreement" means the loan agreement in the agreed form under the terms of which Finco has advanced the proceeds of the Senior Subordinated Note Documents to the Chargor;

"Group" means the Chargor and its Subsidiaries from time to time and **"member of the Group"** or **"Group Company"** means any one of them;

"Hedging Agreements" means agreements entered into with the Hedging Banks for the purpose of managing or hedging interest rate risk in relation to the Term Facilities (as defined in the Senior Facilities Agreement), and (if applicable) the Senior Subordinated Term Loan or otherwise in accordance with the hedging strategy approved by the Agent from time to time, whether by way of forward exchange, cap, collar, swap, forward rate agreement or otherwise;

"Hedging Bank" means any Bank (as defined in the Senior Facilities Agreement) and/or Nomura International plc in its capacity as provider of interest rate hedging in relation to the Term Facilities, and (if applicable) the Senior Subordinated Term Loan or otherwise in accordance with the hedging strategy approved by the Agent from time to time, under the Hedging Agreements;

"Insurances" has the meaning given to it in paragraph 1.1(g) (Fixed Charges);

"Intellectual Property" means the Intellectual Property Rights owned by members of the Group throughout the world or the interests of any member of the Group in any of the foregoing, together with the benefit of all agreements entered into or the benefit of which is enjoyed by any member of the Group relating to the use or exploitation of any of the aforementioned rights;

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and/or service mark applications (and all goodwill associated with such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights;

"Intercreditor Deed" means the intercreditor deed entered or to be entered into between, inter alia, each of the Obligors, the Chargor and each of the Equity Investors;

"Intra-Group Loans" means any loans made by the Chargor to any Subsidiary of the Chargor;

"Investment" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in Part I of Schedule I to the Financial Services Act 1986) as at the date hereof, (including, without limitation save where the context otherwise requires, the Subsidiary Shares);

"Issuing Bank" means Bankers Trust Company in its capacity as issuer of such Letter of Credit or Bank Guarantee and/or any other Bank which agrees to issue a Letter of Credit and/or Bank Guarantee in accordance with Clause 6.7(c) (Issue of Letters of Credit/Bank Guarantees) of the Senior Facilities Agreement in its capacity as issuer of such Letter of Credit or Bank Guarantee;

"Laystall" means Laystall Limited (a company registered in England with registered number 934212);

"Letter of Credit" means a letter of credit issued or to be issued by an Issuing Bank under the Revolving Facility (as defined in the Senior Facilities Agreement) in the form set out in Part I of Schedule 8 of the Senior Facilities Agreement or in such other form as may be agreed

between the Chargor, the Agent and an Issuing Bank (such agreement not to be unreasonably withheld);

"Obligors" means the Chargor, Finco, each other Borrower and each other Group Company which has undertaken (or in the future undertakes) obligations pursuant to one or more of the Finance Documents;

"Premises" means all freehold, freehold or leasehold property from time to time owned by the Chargor or in which the Chargor is otherwise interested;

"Property Report" means the report in the approved form prepared by Weatherall, Green & Smith in relation to the properties of the Target Group and addressed to, inter alia, the Senior Finance Parties;

"Secured Parties" means the Senior Finance Parties and the Senior Subordinated Noteholders and **"Secured Party"** means any of them;

"Security Agent" means Bankers Trust Company Limited as trustee for the Senior Finance Parties under the Security Documents or such other person as may from time to time hold the whole or any part of the security created thereby;

"Security Documents" means the Debenture and all other documents which create, evidence or grant a guarantee or a Security Interest in favour of the Senior Finance Parties (or any of them) in respect of such obligations of the Obligors under the Senior Finance Documents;

"Security Interest" means any mortgage, charge (fixed or floating), standard security, pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title, or any other security interest whatsoever, howsoever created or arising or any other agreement or arrangement (including, without limitation, a sale and repurchase arrangement) entered into for the purposes of conferring security and any agreement to enter into, create or establish any of the foregoing;

"Senior Facilities Agreement" means the senior term loan and revolving facilities agreement of even date herewith between, inter alia, (1) the Chargor (2) Bankers Trust International plc as arranger (3) Bankers Trust Company as original bank and agent and (4) Bankers Trust Company Limited as security agent pursuant to which the Banks have agreed to make available term loan facilities of £350,000,000 and a revolving facility of £50,000,000;

"Senior Finance Documents" means the Senior Facilities Agreement, each Security Document, the Intercreditor Deed, the Hedging Agreements, the Ancillary Documents, each Accession Document, each Transfer Certificate and the Fees Letter;

"Senior Finance Parties" means the Arranger, the Agent, the Security Agent, each Bank, each Ancillary Bank, each Issuing Bank and each Hedging Bank and **"Finance Party"** means any of them;

"Senior Subordinated Notes" means the senior subordinated notes to be issued to the Senior Subordinated Noteholders by Finco, the proceeds of which will be applied directly or indirectly in discharging in part the purchase price for the Target Shares pursuant to the Acquisition Agreement;

"Senior Subordinated Notes Documents" means the instrument constituting the Senior Subordinated Notes, the Senior Subordinated Notes, the Debenture and all other documents evidencing the terms of the Senior Subordinated Notes and any other agreement or document that may be entered into or executed pursuant thereto or in connection therewith (in each case, in the agreed form);

"Senior Subordinated Noteholders" means Nomura International plc as subscriber for the Senior Subordinated Notes and the SSN Trustee (as defined in the Intercreditor Deed), and any assignee or transferee of such person;

"Senior Subordinated Term Loan" means the senior subordinated term loan facility of even date herewith entered into by the Senior Subordinated Term Lenders and Finco, the proceeds of which will be applied to repay indebtedness constituted by the Senior Subordinated Notes (in each case, in the agreed form);

"Subsidiary" means:-

- (a) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (b) a subsidiary undertaking as defined in Section 21 of the Companies Act 1989;

"Subsidiary Shares" means all shares owned by the Chargor in its Subsidiaries, including, without limitation, all shares specified in Attachment 4;

"Targets" means WHO, Laystall, Camec and WHT and **"Target"** means any of them;

"Target Group" means the Targets and all their Subsidiaries;

"Target Shares" means the entire issued share capital of the Targets;

"Term Facilities" has the meaning given to it in the Senior Facilities Agreement;

"Transfer Certificate" means a certificate in the form set out in Schedule 5 of the Senior Facilities Agreement;

"WHO" means William Hill Organization Limited (a company registered in England with registered number 278208)

"WHT" means William Hill Trustees Limited (a company registered in England with registered number 2453213).

Attachment 3

Short Particulars of all the Property Mortgaged or Charged

- 1.1 **Fixed Charges:** Subject to paragraphs 1.6 (Leasehold Interests Containing Prohibition on Charging) and 1.7 (Investments subject to prohibition on Charging), as continuing security for the payment of the Indebtedness, the Chargor hereby charges in favour of the Security Agent (for the benefit of itself and the other Senior Finance Parties) with full title guarantee (but subject to matters disclosed in the Property Report) the following assets, both present and future, from time to time owned by the Chargor or (to the extent of its legal and beneficial interest therein) in which the Chargor is from time to time interested:-
- (a) by way of first legal mortgage all freehold and leasehold property (if any), wherever situated, together with all buildings and fixtures (including trade fixtures) at any time thereon;
 - (b) by way of first fixed charge all other interests (not being charged by paragraph 1.1(a)) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (c) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
 - (d) by way of first fixed charge all the Subsidiary Shares (including those listed in Attachment 4) together with all Distribution Rights from time to time accruing thereto;
 - (e) by way of first fixed charge all Investments together with all Distribution Rights from time to time accruing thereto;
 - (f) (to the extent not effectively assigned under paragraph 1.3 hereof (Assignment by way of Security)) by way of first fixed charge all rights and interests in and claims under all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, the Chargor or in which the Chargor is otherwise interested (the "Insurances");
 - (g) (to the extent not effectively assigned under paragraph 1.3 hereof (Assignment by way of Security)) way of first fixed charge all book and other debts, revenues and monetary claims of the Chargor and all rights and claims of the Chargor against third parties and against any security in respect of such debts, revenues or claims;
 - (h) by way of first fixed charge all monies from time to time standing to the credit of any and all accounts with any bank, financial institution, or other person (including, without limitation, any Cash Collateral Account), to the extent the same are capable of being charged;
 - (i) by way of first fixed charge all Intellectual Property;
 - (j) (to the extent not effectively assigned under paragraph 1.3 hereof (Assignment by way of Security)) by way of first fixed charge all its rights, title and interest in all leases, underleases, tenancies, licences, consents, agreements (including without limitation, the

Assigned Agreements (other than the Insurances)) and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and, to the extent the same are capable of being charged (including, without limitation, the right to receive all rents reserved by any such lease and all licence fees payable under any such licence); and

(k) by way of first fixed charge all the goodwill and uncalled capital of the Chargor.

1.2 **Floating Charge:** Subject to paragraphs 1.6 (Leasehold Interests Containing Prohibition on Charging) and 1.7 (Investments subject to prohibition on Charging) as further continuing security for the payment of the Indebtedness, the Chargor hereby charges with full title guarantee (but subject to matters disclosed in the Property Report) in favour of the Security Agent (for the benefit of itself and the other Senior Finance Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of first fixed charge pursuant to the provisions of paragraph 1.1 (Fixed Charges) or assigned by way of security pursuant to paragraph 1.3 (Assignment by way of Security), including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland.

1.3 **Assignment by Way of Security:** As further continuing security for the payment of the Indebtedness, the Chargor hereby assigns (to the fullest extent capable of assignment) in favour of the Security Agent (for the benefit of itself and the other Senior Finance Parties) all its rights, title and interest in the Assigned Agreements and in any Intra-Group Loan, provided that, on payment or discharge in full of the Indebtedness, the Security Agent will, at the request and cost of the Chargor, re-assign the Assigned Agreements and any Intra-Group Loan to the Chargor (or as it shall direct).

1.4 **Conversion of Floating Charge:** The Security Agent may at any time by notice (a "Conversion Notice") in writing to the Chargor convert the floating charge created pursuant to paragraph 1.2 (Floating Charge) into a fixed charge as regards such assets as it shall specify in the notice, if:-

- (a) an Event of Default has occurred and is continuing unremedied and unwaived; or
- (b) any legal process or execution is being enforced against those assets,

and, in any of the circumstances specified in paragraph (a) or (b) above, by way of further assurance, the Chargor shall promptly execute a valid fixed charge over those assets in such form as the Security Agent shall reasonably require (but, to the extent appropriate, containing terms substantially the same as the Debenture).

1.5 **Automatic conversion of Floating Charge:** If, after the date of the Debenture, the Chargor creates (or purports to create) any Security Interest not expressly permitted under the Senior Finance Documents on or over any of the Charged Property which is not expressed to be subject to a fixed charge under the Debenture (a "Floating Charge Asset") without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution, diligence or other legal process against any Floating Charge Asset, the floating charge created by the Debenture will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset immediately that event occurs.

1.6 Leasehold Interests Containing Prohibition on Charging:

- (a) Until the relevant consent has been obtained, there shall be excluded from the charges created by paragraphs 1.1 (Fixed Charges) and 1.2 (Floating Charge) (and from the operation of the further assurance provisions set out in Clause 5 (Further Assurance) of the Debenture) any leasehold property ("**Excluded Property**") which is held by the Chargor under a lease the terms of which either preclude absolutely the Chargor from creating any charge over its leasehold interest in that property or require the consent of any third party prior to the creation of that charge, if that consent has not been previously obtained.
- (b) Forthwith upon receipt of the relevant third party's consent as aforesaid, the relevant Excluded Property shall thereupon stand charged to the Security Agent pursuant to the terms of paragraph 1.1 (Fixed Charges). If required by the Security Agent at any time following receipt of that consent, the Chargor will execute a valid legal mortgage of that Excluded Property in such form as the Security Agent shall reasonably require (but, to the extent appropriate, containing terms substantially the same as the Debenture).

1.7 Investments Subject to Prohibition on Charging:

- (a) Until the relevant consent has been obtained, there shall be excluded from the charges created by paragraphs 1.1 (Fixed Charges) and 1.2 (Floating Charge) (and from the operation of the further assurance provisions set out in Clause 5 (Further Assurance) of the Debenture) any Investments (other than the Subsidiary Shares) not specified in Schedule 3 of the Debenture which are subject to any shareholders' agreement with any third party the terms of which either preclude absolutely the Chargor from creating any charge over those Investments or require the consent of that third party to the creation of that charge, if that consent has not been previously obtained (each an "**Excluded Investment**").
- (b) With regard to each Excluded Investment, the Chargor undertakes to make application for the consent of the relevant third party to the creation of the charge contained in paragraph 1.1 (Fixed Charges) (or to be created pursuant to Clause 5 (Further Assurance) of the Debenture) within 14 days of the date of the Debenture and to use all reasonable endeavours (not to include expenditure of money in excess of reasonable professional fees and out-of-pocket expense) to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations with the relevant third parties.
- (c) Forthwith upon receipt of the relevant third party's consent as aforesaid, the relevant Excluded Investment shall thereupon stand charged to the Security Agent pursuant to the terms of paragraph 1.1 (Fixed Charges).

1.8 Finco Loan Agreement:

- (a) **First Ranking Assignment:** As continuing security for the payment of the Indebtedness, Finco hereby assigns (to the fullest extent capable of assignment and to the intent that such assignment shall be first ranking) in favour of the Security Agent

(for the benefit of itself and the other Senior Finance Parties) all its rights, title and interest in the Finco Loan Agreement provided that, on payment or discharge in full of the Indebtedness, the Security Agent will, at the request and cost of Finco, reassign the Finco Loan Agreement to Finco (or as it shall direct).

- (b) **Second Ranking Assignment:** Subject to paragraph 1.8(a) and as continuing security for the payment of the Finco Indebtedness, Finco hereby assigns (to the fullest extent capable of assignment and to the intent that such assignment shall be second ranking) in favour of the Security Agent (for the benefit of itself and the Senior Subordinated Noteholders) all its rights, title and interest in the Finco Loan Agreement provided that, on payment or discharge in full of the Finco Indebtedness, the Security Agent will, at the request and cost of Finco, reassign the Finco Loan Agreement to Finco (or as it shall direct).

- 1.9 **Intra-Group Loans:** Subject to paragraph 1.3 and as continuing security for the payment of the Finco Indebtedness, the Chargor hereby assigns (to the fullest extent capable of assignment and to the intent that such assignment shall be second ranking) in favour of the Security Agent (for the benefit of itself and the Senior Subordinated Noteholders) all its rights, title and interest in any Intra-Group Loan provided that, on payment or discharge in full of the Finco Indebtedness, the Security Agent will, at the request and cost of the Chargor, reassign any Intra-Group Loan to the Chargor (or as it shall direct).

2. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

Except to the extent permitted by the terms of the relevant Finance Documents, during the continuance of this security neither the Chargor nor Finco will, without the prior consent in writing of the Security Agent:-

- (a) create or agree to create or permit to subsist any Security Interest over the whole or any part of the Charged Property; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein (or the right to receive or to be paid the proceeds arising on the disposal of the same) or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

3. **EXCLUSION OF POWERS OF LEASING**

During the continuance of this security, the statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Chargor in relation to the Charged Premises or any part thereof, except to the extent expressly permitted under the relevant Finance Documents.

4. **SET-OFF**

4.1 Each Secured Party may, at any time after an Event of Default has occurred and whilst it is continuing (without notice to the Chargor or Finco):-

- (a) set-off or otherwise apply sums standing to the credit of the Chargor's or Finco's accounts with that Secured Party (irrespective of the terms applicable to such accounts and whether or not such sums are then due for repayment to that Secured Party);
- (b) set-off any other obligations (whether or not then due for performance) owed by that Secured Party to the Chargor or Finco,

in or towards satisfaction of the Indebtedness or the Finco Indebtedness (as the case may be).

4.2 Each Secured Party may exercise such rights notwithstanding that the amounts concerned may be expressed in different currencies and the relevant Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

4.3 If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

Attachment 4

Subsidiary Shares

Name of Subsidiary	Reg. No.	Name of Parent Company	Reg. No.	Number and Class of Shares
William Hill Organization Limited	278208	The Grand Bookmaking Company Limited	3447836	14,685,856 ordinary shares of 10 pence each, 100 B shares of 10 pence each
Camec Limited	308820	The Grand Bookmaking Company Limited	3447836	10,000 ordinary shares of £1 each, 100 B shares of 10 pence each
Laystall Limited	934212	The Grand Bookmaking Company Limited	3447836	980,100,000 ordinary shares of 5 pence each, 100 B shares of 10 pence each
William Hill Trustee Limited	2453213	The Grand Bookmaking Company Limited	3447836	2 ordinary shares of £1 each
William Hill Finance plc	3461992	The Grand Bookmaking Company Limited	3447836	50,000 ordinary shares of £1 each

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03447836

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 2nd DECEMBER 1997 AND CREATED BY THE GRAND BOOKMAKING COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR WILLIAM HILL FINANCE PLC TO THE SENIOR FINANCE PARTIES (OR ANY OF THEM) UNDER THE SENIOR SUBORDIANATED FINANCE PARTIES (OR ANY OF THEM) WHETHER PRESENT OR FUTURE ACTUAL OR CONTINGENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th DECEMBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd DECEMBER 1997.

M. Cornelius

M. CORNELIUS

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

23/12
C-C
MP