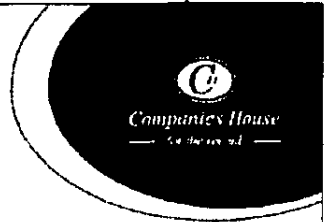


003132/130

In accordance with  
Section 860 of the  
Companies Act 2006

# MG01

## Particulars of a mortgage or charge



### A fee is payable with this form

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT**  
You cannot use this form to register  
particulars of a charge for a  
Scottish company. To do this,  
please use MG01s

THURSDAY



A09 22/07/2010 195  
COMPANIES HOUSE

### 1 Company details

Company number 0 4 6 5 5 4 6 1

Company name in full Aspinall's (Newcastle) Limited (the "Company")

For official use  
g  
Filling in this form  
Please complete in typescript or  
in bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation 0 2 0 7 2 0 1 0

### 3 Description

Please give a description of the instrument (if any) creating or evidencing  
the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Guarantee and debenture dated 2 July 2010 between the Company (amongst others) and  
PBL Luxembourg S A (the "Lender") (the "Guarantee & Debenture")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The Company agrees to charge the Charged Property, to  
secure the payment of the Secured Money and the  
performance of the Finance Documents

Continuation page  
Please use a continuation page if  
you need to enter more details

# MG01

## Particulars of a mortgage or charge

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### Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name

PBL Luxembourg S A (the "Chargee")

Address

Citco C&T (Luxembourg) S A , 2-8 Avenue Charles De Gaulle

Luxembourg

Postcode

L - 1 6 5 3

Name

PBL Luxembourg S A as security trustee for Publishing and Broadcasting (Finance) Limited ("PB(F)L")

Address

Citco C&T (Luxembourg) S A , 2-8 Avenue Charles De Gaulle

Luxembourg

Postcode

L - 1 6 5 3

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars

Please see attached Continuation Page

# MG01

## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8

### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

### Signature

Please sign the form here

Signature

Signature

X

M. Kennedy

X

DIRECTOR

This form must be signed by a person with an interest in the registration of the charge

# MG01

## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Kathrine Fordham-King

Company name Minter Ellison

Address 10 Dominion Street

Post town

County/Region London

Postcode

E C 2 M 2 E E

County London

DX

Telephone 020 7448 4813



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### 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 the Companies House in respect of each mortgage or charge

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  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# MG01 – continuation page

## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1	<b>CHARGES</b>
1 1	The Company with full title guarantee (save in respect of any Permitted Security Interest) hereby charges in favour of the Chargee, for itself and as security trustee for PB(F)L, as a continuing security for the payment of the Secured Money and of any sum otherwise payable under the terms of the Guarantee & Debenture -
1 1 1	by way of fixed charge, all its present and future
	(a) right, title, estates and other interests in the Real Property,
	(b) plant, Equipment and machinery of the Company other than stock-in-trade or work-in-progress,
	(c) Intellectual Property or similar rights,
	(d) goodwill,
	(e) capital, whether called or unpaid,
	(f) book debts and other debts (other than a debt due to the Company which arises in the ordinary course of the Company's ordinary business and which is not required to be deposited into the Collection Accounts under clause 4 7 of the Guarantee & Debenture) and any right to recover money or property by legal proceedings,
	(g) Investments,
	(h) benefits in respect of each insurance policy relating to the Charged Property and all claims and returns of premium in respect of them (other than worker's compensation, public liability or other insurance proceeds to the extent that any are payable to another person entitled to such compensation),
	(i) Title Documents,
	(j) rights and interests in the Collection Accounts and each other account opened in the Company's name or in which the Company has an interest,
	(k) rights and interests in all bills of exchange, promissory notes and negotiable instruments of any description now or at any time enjoyed or held by the Company,
	(l) deposits, margins, commissions or other rights of the Company to any commodities and any contract or

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

option relating to them (whether present or future) and any guarantee or security relating to them whether held by or placed or contracted with the Chargee or any other person from time to time, and

(m) rights and interest in any amounts realised by an administrator or liquidator of the Company upon the enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986, and

1 1 2 by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively charged pursuant to clause 3 1(a) of the Guarantee & Debenture (set out at paragraph 1 1 1 above)

#### 2 QUALIFYING FLOATING CHARGE

2 1 The floating charge created by the Company pursuant to clause 3 1(b) of the Guarantee & Debenture (set out at paragraph 2 1 2 above) is a 'qualifying floating charge' for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986

2 2 Paragraph 13 of Schedule B1 to the Insolvency Act 1986 shall apply to the Guarantee & Debenture and the Chargee may appoint an administrator of the Company pursuant to that paragraph

#### 3 NEGATIVE PLEDGE

The Company has undertaken that it shall not, and has procured, so far as it is within its powers, that each of its Subsidiaries (if any) shall not, create or permit to exist a Security Interest, other than a Permitted Security Interest, over any of its assets or attempt or agree to do so

#### Definitions

"AHJL" means Aspinalls Holdings (Jersey) Limited a company incorporated in Jersey with registered number 87286

"Charged Property" means all present and future assets, property and undertaking of the Company wherever situated

"Collection Account" means the account established under clause 4 7 of the Guarantee & Debenture

"Crown Facilities Agreement" means the facility agreement between Aspinalls UK H Limited, Aspinall's Club Limited and Aspinall's Club Finance Limited (as Borrowers) and the Chargee (as Lender) of even date

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions

**"Finance Documents"** has the meaning given to that term in the Crown Facilities Agreement

**"Intellectual Property"** means any intellectual or industrial property including

(a) any patent, trade mark (whether registered or common law), trade name, copyright, registered design, trade secret, confidential information, know-how or computer program, and

(b) any licence or other right to use or to grant the use of or to be the registered owner or user of any of them

**"Investments"** means all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company (including the shares in each subsidiary company set out in Schedule 2 of the Guarantee & Debenture (set out in Schedule 1 below)) and all rights accruing or incidental to those investments from time to time

**"Obligor"** means each of

- (a) Aspinalls UK H Limited, Company no 07262042,
- (b) Aspers Group Limited, Company no 05261538,
- (c) Aspers Management Services Limited, Company no 05808398,
- (d) Aspinall's Club Limited, Company no 02495259,
- (e) Aspinalls Club Finance Limited, Company no 05261534,
- (f) Aspinall's (Newcastle) Limited, Company no 04655461,
- (g) Aspinall's (Swansea) Limited, Company no 04917863,
- (h) The A Casino (Swansea) Limited, Company no 05153821,
- (i) Aspers (Stratford City) Limited, Company no 07246090, and

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

**"Permitted Security Interest"**

(j) Aspers H Limited, Company no 7185606

has the meaning given to that term in the Crown Facilities Agreement

**"Real Property"**

means

(a) any land and real property owned, leased, occupied, used, owned or otherwise held by the Company, and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such land and real property,

any includes all Related Rights

**"Related Rights"**

means, in relation to any asset

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and

(d) any monies and proceeds paid or payable in respect of that asset

**"Security Interests"**

means the security interests created or constituted by or pursuant to the Guarantee & Debenture

**"Secured Money"**

means all money that AHJL and the Company (whether alone or with any other person) are or may at any time be liable (actually, prospectively or contingently) to pay to the Chargee or to PB(F)L (whether alone or with any other person) on account or in any way whatever under or in connection with a Finance Document (including by way of principal, interest, fees, costs, charges, duties, expenses, indemnity, Guarantee obligations or damages) It also includes money which AHJL or the Company would be liable to pay but for its insolvency

**"Subsidiary"**

means a subsidiary within the meaning of sections 1159 and 1160 of the Companies Act 2006

**"Title Documents"**

means each certificate, confirmation, grant, assurance, conveyance, deed and other document of title or evidencing title to, or rights to acquire, possess, use or



# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

dispose of, any Charged Property

#### Schedule 1

Subsidiary	Shareholder	No of issues shares (as at the date of the Guarantee & Debenture)
Aspers Group Limited	Aspinalls UK H Limited	8,348,170 ordinary shares
Aspers Management Services Limited	Aspers Group Limited	1 ordinary share
Aspinall's Club Limited	Aspinalls Club Finance Limited	925,999,804 ordinary shares
Aspinall's (Newcastle) Limited	Aspers H Limited	1 ordinary share
Aspinall's (Swansea) Limited	Aspers H Limited	1 ordinary share
The A Casino (Swansea) Limited	Aspers H Limited	2 ordinary shares
Aspers H Limited	Aspers Group Limited	1 ordinary share
Aspinalls Club Finance Limited	Aspers Group Limited	8,348,170 ordinary shares
Aspers (Stratford City) Limited	Aspinalls UK H Limited	1 ordinary share



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 4655461  
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 2 JULY 2010 AND CREATED BY ASPINALL'S  
(NEWCASTLE) LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM AHJL AND THE COMPANY (WHETHER  
ALONE OR WITH ANY OTHER PERSON) TO PBL LUXEMBOURG  
S.A. AS SECURITY TRUSTEE FOR PUBLISHING AND  
BROADCASTING (FINANCE) LIMITED ("PB(F)L") (WHETHER  
ALONE OR WITH ANY OTHER PERSON) ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 22 JULY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2010**



*Companies House*  
— for the record —



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