



Registration of a Charge

Company name: **ASPERS (NEWCASTLE) LIMITED**

Company number: **04655461**



XA1TL5NM

Received for Electronic Filing: **06/04/2021**

Details of Charge

Date of creation: **31/03/2021**

Charge code: **0465 5461 0011**

Persons entitled: **NATWEST MARKETS PLC**

Brief description: **THE COMPANY HAS CHARGED THE FOLLOWING PROPERTY, DEFINED IN THE SUPPLEMENTAL DEBENTURE AS "MATERIAL PROPERTY": (1) LEASEHOLD LAND KNOWN AS UNITS B1, G1, F1 AND F2, THE GATE, NEWCASTLE UPON TYNE INCLUDING ONLY THOSE PARTS OF THE BASEMENT, GROUND FLOOR, MEZZANINE LEVEL FIRST FLOOR AND SECOND FLOOR, TITLE NUMBER TY559086; AND (2) LEASEHOLD LAND KNOWN AS THE SMOKING AREA, THE GATE, NEWGATE STREET, NEWCASTLE UPON TYNE (NE1 5TG), TITLE NUMBER TY559087).**

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: **HAKAN USTABAS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4655461

Charge code: 0465 5461 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2021 and created by ASPERS (NEWCASTLE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2021 .

Given at Companies House, Cardiff on 7th April 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

DATED 31 MARCH 2021

THE PARENT
THE COMPANIES LISTED IN SCHEDULE 1
AS CHARGING COMPANIES

IN FAVOUR OF
NATWEST MARKETS PLC
AS SECURITY AGENT

SUPPLEMENTAL DEBENTURE

EXECUTED IN CONNECTION WITH THE
AMENDMENT AND RESTATEMENT OF THE
ASPERS UK HOLDINGS LIMITED £75,000,000
SENIOR FACILITIES AGREEMENT

SUPPLEMENTAL TO A DEBENTURE DATED 25
MARCH 2016

Contents

| Clause | Page |
|---|------|
| 1. Definitions and Interpretation | 1 |
| 1.1 Definitions | 1 |
| 1.2 Terms defined in other Senior Finance Documents | 2 |
| 1.3 Construction | 2 |
| 1.4 Present and future assets..... | 3 |
| 1.5 Property | 3 |
| 1.6 Separate Security | 3 |
| 1.7 Security Agent assumes no obligation | 4 |
| 2. Confirmation of Existing Security | 4 |
| 3. Common Provisions | 4 |
| 3.1 Common provisions as to all Security | 4 |
| 3.2 Supplemental Security | 4 |
| 3.3 Consent for Fixed Security | 4 |
| 4. Supplemental Fixed Security | 4 |
| 5. Supplemental Security Assignment | 5 |
| 6. Supplemental Floating Charge | 6 |
| 6.1 Floating charge | 6 |
| 7. Perfection of Material Property Security | 6 |
| 8. Amendments to the Original Debenture | 7 |
| 9. Miscellaneous | 9 |
| 9.1 Incorporation of provisions from Restated Senior Facilities Agreement | 9 |
| 9.2 Incorporation of provisions from Original Debenture | 9 |
| 9.3 Original Debenture | 10 |
| 9.4 No merger | 10 |
| 10. Extension of Powers | 10 |
| 11. Power of Attorney | 10 |
| 12. Counterparts | 11 |
| 13. Governing Law | 11 |
| Schedule 1 Other Chargors | 12 |
| Schedule 2 Material Property | 13 |

THIS SUPPLEMENTAL DEBENTURE is made by way of deed on 31 March 2021

BY:

- (1) **ASPERS UK HOLDINGS LIMITED** registered in England and Wales with company number 07262042 (the "**Parent**"); and
- (2) **THE COMPANIES** listed in Schedule 1 (the "**Other Chargors**");
in favour of
- (3) **NATWEST MARKETS PLC** (previously known as **THE ROYAL BANK OF SCOTLAND PLC**) as security trustee for itself and the other Secured Parties which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed (the "**Security Agent**").

RECITALS:

- (A) The Lenders made a facility available to Aspers Finance Limited pursuant to the Original Senior Facilities Agreement (as defined below).
- (B) Pursuant to the Original Debenture (as defined below) the Charging Companies created security over certain assets in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Debenture).
- (C) The Lenders have agreed to amend the Original Senior Facilities Agreement as set out in the Amendment and Restatement Agreement (each as defined below).
- (D) Each of the Charging Companies wish to confirm the existing security created pursuant to the Original Debenture and grant security over the Charged Assets in respect of their obligations to the Lenders as amended by the Amendment and Restatement Agreement.
- (E) This Supplemental Debenture is supplemental to the Original Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Debenture and including, for the avoidance of doubt, such obligations arising under the Senior Finance Documents on and after the Effective Date of the Amendment and Restatement Agreement.

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 31 March 2021 between the Existing Charging Companies, Aspers Holdings (Gibraltar) Limited, Deutsche Bank AG, Sydney Branch, Investec Bank plc,

Lloyds Bank plc and The Royal Bank of Scotland plc as arrangers, the Security Agent and the financial institutions named therein as Lenders.

"Existing Charging Companies" means the Parent and each of the Other Chargors.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Security*) of this Supplemental Debenture.

"Lenders" means Deutsche Bank AG, Sydney Branch, Lloyds Bank plc, National Westminster Bank plc and Investec Bank plc.

"Material Property" means:

- (a) any freehold Property which has a market value of more than £500,000;
- (b) any leasehold Property which has an unexpired term of at least 20 years; and
- (c) any other freehold and leasehold property designated as Material Property by the Obligors' Agent and the Security Agent, including the property listed in Schedule 2 (*Material Property*) or in any Security Accession Deed;

"Original Debenture" means the debenture dated 25 March 2016 between each of the Charging Companies and the Security Agent.

"Original Senior Facilities Agreement" means the senior facilities agreement dated 25 March 2016 between the Charging Companies, Deutsche Bank AG, Sydney Branch, Investec Bank plc, Lloyds Bank plc and The Royal Bank of Scotland plc as arrangers, The Royal Bank of Scotland plc as agent, the Security Agent and the financial institutions named therein as Lenders (as amended from time to time).

"Original Security" means the Security created by or pursuant to the Original Debenture.

"Restated Senior Facilities Agreement" means the Original Senior Facilities Agreement as amended and restated by the Amendment and Restatement Agreement.

1.2 Terms defined in other Senior Finance Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the Original Debenture, the Amendment and Restatement Agreement or the Restated Senior Facilities Agreement has the same meaning in this Supplemental Debenture, or any notice given under or in connection with this Supplemental Debenture.

1.3 Construction

In this Supplemental Debenture:

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.3 (*Currency Symbols and definitions*) of the Restated Senior Facilities

Agreement shall apply to the construction of this Supplemental Debenture, or in any notice given under or in connection with this Supplemental Debenture;

- (b) any reference to the "**Security Agent**", the "**Secured Parties**", any "**Secured Party**" the "**Senior Finance Parties**", a "**Charging Company**", or any "**Obligor**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Senior Finance Documents;
- (c) "**including**" means including without limitation and "**includes**" and "**included**" shall be construed accordingly;
- (d) "**Senior Finance Document**" or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced; and
- (e) references in this Supplemental Debenture, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Debenture.

1.4 **Present and future assets**

- (a) A reference in this Supplemental Debenture to any Charged Property or other asset includes, unless the contrary intention appears, present and future Charged Property and other assets.
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Debenture.

1.5 **Property**

- (a) A reference in this Supplemental Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Restated Senior Facilities Agreement and each other Senior Finance Document are incorporated into this Supplemental Debenture and each other Senior Finance Document to the extent required for any purported disposition of any Property contained in any Senior Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 **Separate Security**

Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Security Assignment*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the

mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.7 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Supplemental Debenture and each of the Charging Companies shall at all times remain liable to perform all obligations in respect of the Charged Property.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each of the Charging Companies confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 2 (*Amendment and Restatement of Facilities Agreement*) of the Amendment and Restatement Agreement and (b) continue to secure its Amended Secured Obligations under the Senior Finance Documents (including, but not limited to, under the Restated Senior Facilities Agreement).

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Supplemental Debenture is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Debenture and the Security created by or pursuant to it on trust for the Secured Parties;
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations.

3.2 Supplemental Security

All the Security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 6 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

3.3 Consent for Fixed Security

Each Charging Company creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. SUPPLEMENTAL FIXED SECURITY

Each Charging Company, as security for the payment and discharge of the Amended Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from

time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Material Property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under paragraph (a) in any Property;
 - (ii) all Subsidiary Shares;
 - (iii) all Investments (other than Subsidiary Shares);
 - (iv) all Equipment;
 - (v) all Intellectual Property;
 - (vi) all Monetary Claims;
 - (vii) all contracts or agreements to which a Charging Company is a party (excluding the Hedging Agreements);
 - (viii) its goodwill and uncalled capital; and
 - (ix) to the extent not effectively assigned by Clause 5 (*Supplemental Security Assignment*):
 - (A) the Insurances;
 - (B) the Hedging Agreements; and
 - (C) the Bank Accounts.

5. SUPPLEMENTAL SECURITY ASSIGNMENT

- (a) As further security for the payment and discharge of the Amended Secured Obligations, each Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and, in each case, all Related Rights:

- (i) the Insurances;
- (ii) the Hedging Agreements; and
- (iii) the Bank Accounts,

provided that on payment or discharge in full of the Amended Secured Obligations the Security Agent will at the request and cost of the relevant Charging Company reassign the relevant rights, title and interest in the assigned assets to that Charging Company (or as it shall direct).

- (b) Subject to the terms of the Senior Finance Documents, until the occurrence of a Declared Default each Charging Company may continue to:
 - (i) deal with the counterparties to the relevant Insurances and Hedging Agreements; and
 - (ii) operate and close the Bank Accounts.

6. SUPPLEMENTAL FLOATING CHARGE

6.1 Floating charge

- (a) Each Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets and undertakings not effectively charged by way of fixed charge under Clause 4 (*Supplemental Fixed Security*) or assigned under Clause 5 (*Supplemental Security Assignment*).
- (b) The floating charge created pursuant to paragraph (a) of Clause 6.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by the each Charging Company under the Senior Finance Documents in favour of the Security Agent as security for the Amended Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 6.1 above.

7. PERFECTION OF MATERIAL PROPERTY SECURITY

- (a) In relation to Material Property situated in England and Wales and charged by way of legal mortgage under this Supplemental Debenture, each Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Material Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this Supplemental Debenture) on the prescribed HM Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of ● (as security agent) referred to in the charges register."

- (b) Subject to the terms of the Restated Senior Facilities Agreement, the Lenders are under an obligation to make further advances to each Charging Company who is a Borrower (which obligation is deemed to be incorporated into this Supplemental Debenture) and this security has been made for securing those further advances. In relation to Material Property which is situated in England and Wales and charged by way of legal mortgage under this Supplemental Debenture, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Material Property subject to compulsory first registration at the

date of this Supplemental Debenture) that there is an obligation to make further advances on the security of the registered charge.

8. AMENDMENTS TO THE ORIGINAL DEBENTURE

With effect from the Effective Date the Original Debenture shall be amended as follows:

- (a) paragraph (b) of clause 3.5 (*Conversion of Floating Charge*) shall be amended to read as follows:

'Other than in respect of any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986, the floating charge created under this deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium under Part A1 of the Insolvency Act 1986 in relation to a Charging Company, or anything done with a view to obtaining such a moratorium.'

- (b) paragraph (a)(iv) of clause 5.4 (*Excluded Assets*) shall be deleted in its entirety;

- (c) a new clause 6.7 shall be inserted in clause 6 (*Undertakings - General*) as follows:

'6.7 Investments

Each Charging Company shall:

- (a) *within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from each company incorporated in England whose shares are the subject of this deed; and*
- (b) *promptly provide the Security Agent with a copy of that notice.'*
- (d) paragraph (a) of clause 7.2 (*Perfection of Material Property Security*) shall be amended to read as follows:
- 'Subject to the rights of any prior mortgagee, each Charging Company will, within three (3) Business Days following the execution of this deed (or, if applicable, following the execution of the relevant Security Accession Deed) or (if later) acquisition of Material Property, deposit with the Security Agent (or as it shall direct) certified copies of all deeds and documents of title relating to all Material Property in which it has an interest and, if those deeds and documents are with HM Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) three (3) Business Days after their release.'*
- (e) the opening paragraph of paragraph (b)(ii) of clause 8.1 (*Voting and Distribution Rights*) shall be amended to read as follows:

'the Security Agent may (in its sole discretion, without having any obligation to do so) give notice to the Charging Companies (with a copy to the Facility Agent) that this clause 8.1(b)(ii) shall apply. With effect from the giving of that notice the Security Agent may, at its discretion, in the name of the Charging

Companies or otherwise and without any further consent or authority from the Charging Companies:';

- (f) in paragraph (a) of clause 8.2 (*Waiver of voting rights by Security Agent*), the words:

- (i) *'the other Secured Parties or'* shall be inserted after the words *'consent or authority from'*
- (ii) *'(with a copy to the Facility Agent)'* shall be inserted after the words *'(which notice shall be irrevocable)';* and
- (iii) *'or any other provision of this deed'* shall be inserted after the words *'pursuant to clause 8.1(b)(ii)'*.

- (g) the following words shall be inserted in clause 8.3 (*Perfection of Subsidiary Shares Security*), paragraph (a) of clause 9.1 (*Perfection of Bank Account Security*), clause 12.1 (*Hedging Agreements*) and clause 13 (*Insurances*) after the words *'execution of this deed'*:

'(or, if applicable, following the execution of the relevant Security Accession Deed)';

- (h) a new sub-paragraph shall be inserted in clause 16.1 (*Exercise of Enforcement Powers*) as follows:

'Other than in respect of any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986, the Security Agent shall not be entitled to exercise its rights under Clause 16 (Enforcement), Clause 16.2 (Appointment of Receiver or Administrator) or Clause 3.5 (Conversion of Floating Charge) where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Part A1 of the Insolvency Act 1986.';

- (i) in paragraph (e) of clause 16.2 (*Appointment of Receiver or Administrator*), the words *'under section 1A'* shall be replaced with *'under Part A1';* and

- (j) a new clause 5 shall be inserted into Schedule 9 (*Form of Security Accession Deed*) as follows:

"5. PERFECTION OF MATERIAL PROPERTY SECURITY

- (a) *In relation to Material Property situated in England and Wales and charged by way of legal mortgage under this deed, each Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Material Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed HM Land Registry form and in the following or substantially similar terms:*

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of ● (as security agent) referred to in the charges register."

- (b) *Subject to the terms of the Restated Senior Facilities Agreement, the Lenders are under an obligation to make further advances to each Charging Company who is a Borrower (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Material Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Material Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge."*

9. MISCELLANEOUS

9.1 Incorporation of provisions from Restated Senior Facilities Agreement

The provisions of clauses 18 (*Tax gross up and indemnities*), 20 (*Other indemnities*), 38.1 (*Accounts*), 38.2 (*Certificates and determinations*) and 41 (*Amendments and waivers*) of the Restated Senior Facilities Agreement are incorporated into this Supplemental Debenture as if expressly set out in full in this Supplemental Debenture, but so that references in those clauses to the Restated Senior Facilities Agreement are references to this Supplemental Debenture.

9.2 Incorporation of provisions from Original Debenture

- (a) Subject to paragraph (b) below, the provisions of clauses 1.4 (*Third party rights*), 2 (*Covenant to pay*), 3.5 (*Conversion of Floating Charge*), 3.6 (*Automatic Conversion of Floating Charge*), 3.7 (*Excluded Assets*), 4 (*Further Assurance*), 5 (*Representations and Warranties*), 6 (*Undertakings - General*), 7 (*Property*), 8 (*Investments*), 9 (*Bank Accounts*), 10 (*Monetary Claims*), 11 (*Intellectual Property*), 12 (*Hedging Agreements*), 13 (*Insurances*), 16 (*Enforcement*), 17 (*Extension and Variation of Statutory Powers*), 18 (*Status, Powers, Removal and Renumeration of Receiver*), 19 (*Protection of Third Parties*), 20 (*Protection of Security Agent and Receiver*), 21 (*Application of Enforcement Proceeds*), 22 (*Protection of Security*), 23 (*Set-off*), 24 (*Changes to Parties*), 26 (*Miscellaneous*) and 27 (*Governing Law and Jurisdiction*) and Schedules 2, 3, 4, 5 and 6 of the Original Debenture (as amended by this Supplemental Debenture, as applicable) are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references in those clauses to:

- (i) the "**Senior Facilities Agreement**" are references to the "**Restated Senior Facilities Agreement**";

- (ii) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
 - (iii) "**Charged Property**" are references to the assets of each Charging Company charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Debenture; and
 - (iv) "**this deed**" are references to this Supplemental Debenture.
- (b) Other than in respect of any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986, the Security Agent shall not be entitled to exercise its rights under Clause 16.1 (*Enforcement*), Clause 16.1 (*Appointment and removal*) or Clause 5.2 (*Crystallisation: by notice*) of the Original Debenture where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Part A1 of the Insolvency Act 1986.

9.3 **Original Debenture**

Except insofar as supplemented and amended by this Supplemental Debenture, the Original Debenture shall remain in full force and effect.

9.4 **No merger**

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture.

10. **EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Debenture shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Supplemental Debenture.

11. **POWER OF ATTORNEY**

- (a) Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:
 - (i) which that Charging Company is required to do by the terms of this Supplemental Debenture; and/or

- (ii) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by this Supplemental Debenture or by law,

and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

- (b) The power given under paragraph (a) may be exercised at any time after:
 - (i) the expiry of 15 Business Days following the written notification by the Security Agent of a material failure by the relevant Charging Company to do that which it is required to do by the terms of this Supplemental Debenture (provided that the relevant Charging Company is not disputing in good faith and by formal proceedings the requirement to take such action under this Supplemental Debenture); or
 - (ii) a Declared Default has occurred.

12. COUNTERPARTS

This Supplemental Debenture 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 Supplemental Debenture.

13. GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL DEBENTURE has been signed by the Security Agent and executed as a deed by each Charging Company and is delivered by each of them on the date stated at the beginning of this Supplemental Debenture.

**SCHEDULE 1
OTHER CHARGORS**

| Name | Registration Number | Original Jurisdiction |
|---------------------------------------|--------------------------------|------------------------------|
| Aspers UK Holdings Limited | 07262042 | England and Wales |
| Aspers Finance Limited | 05261534 | England and Wales |
| Aspers Group Limited | 05261538 | England and Wales |
| Aspers H Limited | 07185606 | England and Wales |
| Aspers Management Services Limited | 05808398 | England and Wales |
| Aspers (Newcastle) Limited | 04655461 | England and Wales |
| Aspers (Stratford City) Limited | 07246090 | England and Wales |
| Aspers (Milton Keynes) Limited | 04498928 | England and Wales |
| Casino Developments Limited | 04917875 | England and Wales |
| Aspers Universal Limited | 05214249 | England and Wales |

SCHEDULE 2
MATERIAL PROPERTY

Registered Land

| Charging Company | County and District (or London Borough) | Address or description | Title No: |
|---------------------------------|--|---|------------------|
| Aspers (Newcastle) Limited | Tyne and Wear: Newcastle Upon Tyne | Leasehold land known as Units B1, G1, F1 and F2, The Gate, Newcastle upon Tyne including only those parts of the basement, ground floor, mezzanine level first floor and second floor | TY559086 |
| Aspers (Newcastle) Limited | Tyne and Wear: Newcastle Upon Tyne | Leasehold land known as the smoking area, The Gate, Newgate Street, Newcastle upon Tyne (NE1 5TG) | TY559087 |
| Aspers (Milton Keynes) Limited | Milton Keynes | Leasehold land known as Casino Unit, Marlborough Gate, Milton Keynes MK9 3XA | BM384433 |
| Aspers (Stratford City) Limited | Newham | Aspers Casino 312 The Loft Westfield Stratford City Montfichet Road Olympic Park London E20 1EN | TGL355680 |
| Aspers (Stratford City) Limited | Newham | Storage Area M53148 Westfield Stratford City Montfichet Road Olympic Park London E20 1EN | TGL422436 |
| Aspers (Stratford City) Limited | Newham | Roof Terrace adjoining Aspers Casino Westfield Stratford City Montfichet Road Olympic Park London E20 1EN | TGL422441 |

Unregistered Land

None as at the date of this deed.

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

Charging Companies

EXECUTED AS A DEED)

by **ASPERS UK HOLDINGS LIMITED**)



Signature of director

JDA ASPIRALL

Name of director



Signature of director/secretary

RICHARD NORIE

Name of director/secretary

EXECUTED AS A DEED)

by ASPERS FINANCE LIMITED)

[Redacted Signature]

Signature of director

JDA Aslam

Name of director

[Redacted Signature]

Signature of director/secretary

DR LAMFOU

Name of director/secretary

EXECUTED AS A DEED

by ASPERS GROUP LIMITED

[Redacted Signature]

Signature of director

JOA A S. NALL

Name of director

[Redacted Signature]

Signature of director/secretary

D. L. P. [Redacted Signature]

Name of director/secretary

EXECUTED AS A DEED

by ASPERS II LIMITED

[Redacted Signature]

Signature of director

JOA Asikau

Name of director

[Redacted Signature]

Signature of director/secretary

D. L. LAMFORD

Name of director/secretary

EXECUTED AS A DEED

by ASPERS MANAGEMENT SERVICES LIMITED

[Redacted Signature]

Signature of director

JDA Asling

Name of director

[Redacted Signature]

Signature of director/secretary

D2 P. L. RYFORD

Name of director/secretary

EXECUTED AS A DEED

by ASPERS (NEWCASTLE) LIMITED

[Redacted Signature]

JDA Aspers

[Redacted Signature]

D. Plankono

)
)
)
Signature of director

Name of director

Signature of director/secretary

Name of director/secretary

EXECUTED AS A DEED

by ASPERS (STRATFORD CITY) LIMITED

[Redacted Signature]

)
)
)
Signature of director

JDA Asesman

Name of director

[Redacted Signature]

Signature of director/secretary

DR Kayford

Name of director/secretary

EXECUTED AS A DEED

by ~~ASPERS~~ (MILTON KEYNES) LIMITED

[Redacted signature]

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)
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Signature of director

JDA Aspers

Name of director

[Redacted signature]

Signature of director/secretary

D. P. Lyons

Name of director/secretary

EXECUTED AS A DEED

by CASINO DEVELOPMENTS LIMITED

[Redacted Signature]

)
)
)
Signature of director

JDA Asst. Mgr.

Name of director

[Redacted Signature]

Signature of director/secretary

DL Rufford

Name of director/secretary

EXECUTED AS A DEED

by **ASPERS UNIVERSAL LIMITED**

[Redacted Signature]

)
)
)
Signature of director

J DA Aspinall

Name of director

[Redacted Signature]

Signature of director/secretary

D L LAYFORD

Name of director/secretary

Security Agent)

For and on behalf of)

NATWEST MARKETS PLC)

By:

Name:

Title: