

149496/13

0195

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge


iris
LASERFORM
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 for**

You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s

FRIDAY



A06 09/07/2010 207
COMPANIES HOUSE

1**Company details**

Company number 0 7 1 8 5 6 0 6

Company name in full Aspers H Limited ("**Company**")

①

For official use

→ 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 0 2 0 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 Composite group debenture ("**Deed**")

4**Amount secured**

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of each present or future
member of the Group to the Bank (in any capacity
whatsoever) (including all monies covenanted to be
paid under the Deed) ("**Secured Obligations**").

Continuation page

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

MG01**Particulars of a mortgage or charge****5****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

The Royal Bank of Scotland Plc acting as agent for National Westminster Bank Plc ("Bank")

Address

280 Bishopsgate

London

Postcode

E C 2 M 4 R B

Name

Address

Postcode

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

1. Security

1.1 With full title guarantee and as continuing security for payment of the Secured Obligations, the Company charged to the Bank:

1.1.1 by way of first legal mortgage:

1 1 1.1 the Real Property specified in schedule 1 to this form;

1.1.1.2 all other Real Property at the date of the Deed vested in or charged to the Company which is not covered by 1 1 1.1 above,

1.1.2 by way of first fixed charge.

1.1 2.1 all other Real Property and all interests in Real Property which is not covered by 1 1.1 above,

1.1 2.2 all licences to enter upon or use land and the benefit of all other agreements relating to land; and

1 1.2 3 the proceeds of sale of all Real Property,

1.1 3 by way of first fixed charge all plant and machinery (not covered by 1 1 1 and 1 1 2 above) and the benefit of all contracts, licences and warranties relating to the same;

(Continued on continuation sheet)

MG01

Particulars of a mortgage or charge

7 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 Nil

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 also 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 *Dea Power UK LLP*

X

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 David Ampaw

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 020 7153 7199



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 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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(Continuation sheet)</p> <p>1 1.4 by way of first fixed charge:</p> <p>1.1 4.1 all computers, vehicles, office equipment and other equipment (not covered by 1.1 3 above); and</p> <p>1.1.4.2 the benefit of all contracts, licences and warranties relating to the same,</p> <p>other than any which were at the date of the Deed part of any the Company's stock-in-trade or work-in-progress),</p> <p>1 1.5 by way of first fixed charge</p> <p>1.1 5 1 the Charged Securities referred to in schedule 2 to this form, and</p> <p>1 1.5 2 all other Charged Securities (not covered by 1.1 5 1 above),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>1.1 6 by way of first fixed charge</p> <p>1 1.6 1 the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;</p> <p>1 1 6 2 the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and</p> <p>1 1.6.3 all accounts of the Company with any bank, financial institution or other person at any time (not covered by 1 1.6.1 and 1 1 6 2 above) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>1 1.7 by way of first fixed charge</p> <p>1 1 7 1 the Intellectual Property (if any) specified schedule 3 to this form, and</p> <p>1 1.7 2 all other Intellectual Property (if any) (not covered by 1 1.7.1 above),</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1.1.8 to the extent that any Assigned Asset is not effectively assigned under clause 4.2 of the Deed, by way of first fixed charge such Assigned Asset;</p> <p>1.1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>1.1.9.1 the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and</p> <p>1.1.9.2 any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and</p> <p>1.1.10 by way of first fixed charge all of the goodwill and uncalled capital of the Company.</p> <p>1.2 The Company charged and agreed to charge by way of first floating charge, both at the date of the Deed and in the future, all of its:</p> <p>1.2.1 assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clauses 4.1 and 4.2 of the Deed or any other provision of the Deed; and</p> <p>1.2.2 (whether or not effectively so charged or assigned by the Deed) heritable property and all other property and assets in Scotland.</p> <p>2. Crystallisation of floating charge</p> <p>2.1 The Company agreed that the Bank may, by written notice to the Company, convert the floating charge created under the Deed (and referred to in 1.2 above) into a fixed charge as regards all or any of the assets of the Company specified in the notice if:</p> <p>2.1.1 an Event of Default (as defined in the Deed) has occurred and is continuing; or</p> <p>2.1.2 the Bank considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>2.2 The floating charge created under the Deed (and referred to in 1.2 above) by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company</p> <p>2.3 The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <p>2.3.1 in relation to any Security Asset which is subject to a floating charge if</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 3.1.1 the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Bank, or</p> <p>2 3.1 2 any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p> <p>2.3 2 over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Bank receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).</p> <p>2 4 Paragraph 2 3 above will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.</p> <p>2 5 The giving of a notice by the Bank as referred to in 2.1 above in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Bank to serve similar notices in respect of any other class of assets or of any other right of the Bank.</p> <p>3. Continuing nature of the security</p> <p>The Company agreed that the security referred to in paragraph 1 above is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p>4. Negative pledge and disposals</p> <p>The Company agreed not to do any of the following without the prior written consent of the Bank</p> <p>4 1 create or permit to subsist any Security on any Security Asset other than as created by the Deed and except for a Permitted Security as permitted by the Facilities Agreement (as defined in the Deed); or</p> <p>4 2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the Facilities Agreement (as defined in the Deed),</p> <p>4 3 (or except in relation to any short term sub-letting of any part of the premises of the Swansea Casino or otherwise as expressly permitted under the Facilities Agreement (as defined in the Deed))</p> <p>4.3 1 confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 4 3.2 confer on any person any right or licence to occupy any land or buildings forming part of the Real Property, or
- 4.3 3 grant any licence to assign or sub-let any part of the Real Property.
- 4.4 carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property;
- 4 5 do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined;
- 4 6 to:
- 4.6 1 use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil its right to use such property, and
- 4.6 2 discontinue the use of the Intellectual Property,
- where such use, permission to use, omission or discontinuation is reasonably likely to have a Material Adverse Effect (as defined in the Deed),
- 4.7 sell, assign, charge, factor or discount or in any other manner deal with any Receivable (other than, if an Event of Default (as defined in the Deed) has not occurred, any discount offered in the ordinary course of business to any customer of the casino business of any Obligor (as defined in the Deed) to ensure the collection of funds owing to that business),
- 4 8 after the occurrence of an Event of Default (as defined in the Deed), withdraw, attempt to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account,
- 4 9 withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Facilities Agreement (as defined in the Deed);
- 4.10 nominate another person to enjoy or exercise all or any specified rights of the Company in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise; and
- 4 11 amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract
- 5. Appointment of administrator**

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Deed gives the Bank power to appoint an administrator</p> <p>6. Right of set-off</p> <p>6 1 The Company agreed that the Bank may (but shall not be obliged to) set off any obligation which is due and payable by the Company and unpaid (whether under the Finance Documents (as defined in the Deed) or which has been assigned to the Bank by the Company) against any obligation (whether or not matured) owed by the Bank to the Company, regardless of the place of payment, booking branch or currency of either obligation.</p> <p>6 2 The Company agreed that the Bank may (but shall not be obliged to) set off any contingent liability owed by the Company under any Finance Document (as defined in the Deed) against any obligation (whether or not matured) owed by the Bank to the Company, regardless of the place of payment, booking branch or currency of either obligation</p> <p>6.3 The Company also agreed that if the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off and if either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.</p> <p>7. Further Assurance</p> <p>7.1 The Company agreed that it shall at its own expense, immediately do all acts and execute all documents as the Bank or a Receiver may reasonably specify (and in such form as the Bank or a Receiver may reasonably require) for</p> <p>7 1.1 creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security,</p> <p>7 1.2 facilitating the realisation of any Security Asset,</p> <p>7 1 3 facilitating the exercise of any rights, powers and remedies exercisable by the Bank or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents (as defined in the Deed) or by law; or</p> <p>7 1.4 creating and perfecting Security in favour of the Bank over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security</p> <p>This includes:</p> <p>(1) the re-execution of this Deed or such Transaction Security,</p> <p>(11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>property, whether to the Bank or to its nominee, and</p> <p>(111) the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Bank may think expedient.</p> <p>7.2 The Company agreed that it shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Bank by or pursuant to the Finance Documents (as defined in the Deed)</p> <p>7.3 Without prejudice to the generality of clause 20.1 of the Deed (and referred to in 7.1 above), the Company agreed to immediately upon request by the Bank execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 of the Deed.</p> <p>8. Power of attorney</p> <p>The Company, by way of security, irrevocably and severally appointed the Bank, each Receiver and any Delegate to be its attorney to take any action which the Company is obliged to take under the Deed, including under clause 20 of the Deed. The Company agreed to ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under the Deed.</p> <p>Definitions</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 of the Deed;</p> <p>"Cash Collateral Accounts" means each</p> <p>(a) Mandatory Prepayment Account, and</p> <p>(b) each Holding Account,</p> <p>(each as defined in the Facilities Agreement) and including but not limited to the accounts (if any) specified as such in schedule 4 to this form;</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p>"Charged Securities" means:</p> <p>(a) the securities specified in schedule 2 to this form, and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) as at the date of the Deed or in future owned (legally or beneficially) by the Company or</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Company has an interest at any time;

"Collection Account" has the meaning given to it in the Deed;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Bank or by a Receiver;

"Group" has the meaning given to it in the Facilities Agreement (as defined in the Deed),

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to

- (1) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (11) the benefit of all applications and rights to use such assets of the Company (which may at the dated of the Deed or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in schedule 3 to this form),

"Permitted Security" has the meaning given to it in the Deed,

"Permitted Transaction" has the meaning given to it in the Facilities Agreement (as defined in the Deed),

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified schedule 1 to this form), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="343 403 1058 436">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="539 488 1182 521">liens and similar associated rights), and</p> <p data-bbox="443 544 1114 577">(b) all proceeds of any of the foregoing,</p> <p data-bbox="343 600 1508 689">"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Bank under the Deed;</p> <p data-bbox="343 712 746 745">"Relevant Contract" means</p> <p data-bbox="443 768 1508 880">(a) any document entered into by the Borrower (as defined in the Facilities Agreement (as defined in the Deed)) from time to time in respect of the Hedging Arrangement (as defined in the Facilities Agreement (as defined in the Deed)), and</p> <p data-bbox="443 902 1508 992">(b) each agreement specified in part 5 of schedule 2 of the Deed or specified in any Accession Deed (as defined in the Deed) as a "Material Contract",</p> <p data-bbox="343 1014 1508 1070">together with each other agreement supplementing or amending or novating or replacing the same;</p> <p data-bbox="343 1093 1276 1126">"Related Rights" means, in relation to any Charged Security</p> <p data-bbox="443 1149 1508 1238">(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p data-bbox="443 1261 1508 1373">(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p data-bbox="343 1395 1508 1485">"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;</p> <p data-bbox="343 1507 1508 1563">"Security Period" means the period beginning on the date of the Deed and ending on the date on which</p> <p data-bbox="443 1585 1508 1641">(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p data-bbox="443 1664 1508 1731">(b) the Bank has no further commitment, obligation or liability to the Group;</p> <p data-bbox="343 1753 1508 1809">"Swansea Casino" means the premises at units 1, 2, 3, 4, 6, 7, 10 and 13 Casino Premises, Salubrious Place, Wind Street, Swansea; and</p> <p data-bbox="343 1832 1508 1888">"Transaction Security" has the meaning given to it in the Facilities Agreement (as defined in the Deed).</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

None at the date of the Deed

SCHEDULE 2

All those shares in Aspinall's (Newcastle) Limited held by the Company, being 1 ordinary shares.

All those shares in Aspinall's (Swansea) Limited held by the Company, being 1 ordinary shares.

All those shares in The A Casino (Swansea) Limited held by the Company, being 2 ordinary shares

SCHEDULE 3

None at the date of the Deed

SCHEDULE 4

None at the date of the Deed



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7185606
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GROUP DEBENTURE
DATED 2 JULY 2010 AND CREATED BY ASPERS H LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH PRESENT OR FUTURE MEMBER OF THE GROUP TO THE
ROYAL BANK OF SCOTLAND PLC ACTING AS AGENT FOR
NATIONAL WESTMINSTER BANK PLC 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 9 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2010

07



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES