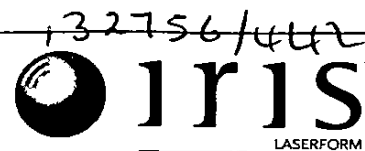


MG01

Particulars of a mortgage or charge

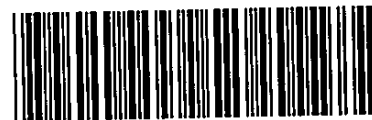


A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

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

FRIDAY



LD5 10/06/2011 30
COMPANIES HOUSE

1 Company details

Company number 0 0 5 4 1 6 0 0

Company name in full Coral Racing Limited (the "Company")

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 2 7 2 0 1 1

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 Fixed and Floating Security Document (the "**Security Document**") dated 27 May 2011 between,
among others, the Company and Barclays Bank PLC (as security agent for itself and each of the
Secured Parties, the "**Security Agent**")

4 Amount secured

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

Amount secured The "**Liabilities**" which is defined in the Security Document as
meaning all present and future moneys, debts and liabilities due,
owing or incurred by a Chargor or any Obligor to any Secured Party
under or in connection with any Debt Document (in each case,
whether alone or jointly, or jointly and severally, with any other
person, whether actually or contingently and whether as principal,
surety or otherwise) except for any money or liability which, if it were
so included, would cause the infringement of Section 678 of the
Companies Act 2006

[Please see Note (1) of the continuation pages for definitions (to
the extent not already defined).]

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 Barclays Bank PLC (acting as Security Agent)

Address 5 The North Colonnade

London

Postcode E 1 4 4 B 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 Please see attached continuation pages.

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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 870).

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 866). 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 Linklaters 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 James Miller

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country UK

DX 10 LONDON/CHANCERY

Telephone 0207 456 2000



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

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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><i>Coral Racing Limited - 00541600</i></p> <p>1 Fixed Charges</p> <p>1.1 Real Property</p> <p>Subject to paragraph 6 (<i>Excluded Assets</i>) the Company, with full title guarantee and as continuing security for the payment, discharge and performance of the Liabilities (whether of itself or any other Chargor) at any time owed or due to the Secured Parties (or any of them), charged in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties)</p> <p>(a) by way of first legal mortgage, all Material Property in England and Wales set out in Note 2 below, and</p> <p>(b) by way of first fixed equitable charge (to the extent the same is not the subject of an effective legal mortgage under paragraph (a) above) all other present and future Real Property (other than heritable or leasehold property in Scotland) now or hereafter belonging to it</p> <p>1.2 Specific assets</p> <p>(a) Subject to paragraph 4 (<i>Excluded Assets</i>) and paragraph (b) below, the Company as continuing security for the payment, discharge and performance of the Liabilities (whether of itself or any other Chargor) at any time owed or due to the Secured Parties (or any of them), charged in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties) by way of first fixed charge all its present and future</p> <p>(I) Book Debts,</p> <p>(II) Bank Accounts (as described in Note 2 below) (other than the Excluded Bank Accounts (as described in Note 2 below)),</p> <p>(III) Investments (including the shares described in Note 2 below),</p> <p>(IV) uncalled capital and goodwill,</p> <p>(V) Intellectual Property,</p> <p>(VI) beneficial interest in any pension fund,</p> <p>(VII) plant and machinery (except that mortgaged or charged by paragraph 1 1 above),</p> <p>(VIII) benefit of all Authorisations held in connection with its business or the use of any Charged Asset and the right to recover and receive all compensation in respect of the same, and</p> <p>(IX) benefit of any Hedging Agreement to which it is party, including all moneys payable to that Chargor under any Hedging Agreement to which it is a party</p>	

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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

- (b) In accordance with paragraph 4 (*Excluded Assets*), no Excluded Asset has been or shall be charged by the Company to the Security Agent under the Security Document

2 Floating Charge

2.1 Creation

Subject to paragraph 4 (*Excluded Assets*), the Company, with full title guarantee (and in respect of assets located in Scotland or otherwise governed by Scots law, with absolute warrandice) and as security for the payment of all Liabilities (whether of itself or any other Chargor), charged in favour of the Security Agent (for itself and as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including (a) assets expressed to be charged as described in paragraph 1 (*Fixed Charges*) above or assigned by paragraph 3 (*Assignment*) below and (b) whether or not so expressed to be charged or assigned, all the undertaking and assets, both present and future, of the Company located in, or otherwise governed by the laws of, Scotland) other than any Excluded Bank Accounts and any Excluded Assets

3 Assignment

- (a) Subject to paragraph 4 (*Excluded Assets*), the Company, with full title guarantee, hereby assigned absolutely to the Security Agent (as trustee for the Secured Parties) all its present and future right, title and interest in and to the Insurances, including all moneys payable to that Chargor, any claims, awards, judgments in favour of receivable or received by that Chargor, proceeds, returns of premium and other benefits, under or in connection with the Insurances
- (b) Until the occurrence of an Enforcement Event, but subject to clause 13 (*Insurance*) of the Security Document, the relevant Chargor may continue to deal (in the ordinary course of business) with the counterparties to the relevant Insurances

4 Excluded Assets

- (a) There shall be excluded from the charge described in paragraph 1 (*Fixed Charges*), paragraph 2 (*Floating Charge*) and paragraph 3 (*Assignment*) and from the operation of Clause 7 1 (*Further assurance*) of the Security Document, any asset where
- (I) the Company is prohibited, either absolutely or conditionally from creating Security on or over such asset (including, for the avoidance of doubt, a prohibition on creating Security unless the consent of the relevant third party has been obtained) by reason of a written agreement with the relevant third party,
- (II) if such asset is made subject to any Security constituted by the Security Document, a third party to any relevant agreement would have the right to

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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>(A) terminate or otherwise amend any rights, benefits and/or obligations of such Chargor under the relevant agreement in respect of that asset, or</p> <p>(B) require the relevant Chargor to take any action materially adverse to the interests of the Group or any Obligor,</p> <p>(III) such asset is situated outside England and Wales and the granting of such Security would conflict with the fiduciary duties of any of the Company's directors, contravene any legal prohibition or regulatory condition or be reasonably likely to result in a material risk of personal or criminal liability on the part of the Company's directors in each case under the laws of the jurisdiction of the relevant asset,</p> <p>(each asset excluded under paragraphs (i) to (iii) above being a material asset an "Excluded Asset"), until such time as the relevant condition or waiver has been satisfied or obtained</p> <p>(b) For each Excluded Asset which is material either to the relevant member of the Group or the Group as a whole (as relevant), the Company shall apply for the relevant consent or waiver (including, for the avoidance of doubt, a waiver of any condition listed in paragraph (a)(i) and (a)(ii) above) within 14 days of</p> <p>(I) the date of the Security Document in respect of each Excluded Asset owned or otherwise held by the relevant Chargor at the date of the Security Document, or</p> <p>(II) in respect of each Excluded Asset acquired by the Company after the date of the Security Document, the date the Security Agent notifies the Company that it requires Security to be granted over such Excluded Asset,</p> <p>and the Company undertakes to use its reasonable endeavours to obtain that consent or waiver (as applicable) as soon as possible and to keep the Security Agent regularly informed of the progress of its negotiations</p> <p>(c) Upon receipt of the relevant waiver or consent, it is the intention of the parties to the Security Document that the relevant asset (formerly an Excluded Asset) shall stand charged to the Security Agent as described under paragraph 1 (<i>Fixed Charges</i>), paragraph 2 (<i>Floating Charge</i>) and/or paragraph 3 (<i>Assignment</i>) as applicable. If required by the Security Agent at any time following receipt of that waiver or consent, the Company will promptly (and in any event within 14 days of request) execute a valid mortgage, fixed charge or legal assignment in such form as the Security Agent shall reasonably require, but on terms no more onerous to the Company than are set out in the Security Document, and in accordance with the Agreed Security Principles</p> <p>(d) The Company undertakes to use its reasonable endeavours to obtain the relevant</p>	

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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

third party consent or waiver in relation to each Excluded Asset which is a material asset and where such endeavours do not jeopardise the commercial relationship with the third party

- (e) The Company will use all reasonable endeavours to ensure that agreements entered into after the date of the Security Document will not include a provision which prohibits a Chargor (absolutely or conditionally) from creating Security over its assets

Note (1) In this Form, except to the extent that the context requires otherwise

"Agreed Security Principles" means the principles set out in Schedule 11 (*Agreed Security Principles*) to the Senior Facilities Agreement

"Arrangers" means Barclays Capital, Credit Suisse AG, London Branch, Goldman Sachs International, Morgan Stanley Bank International Limited, Deutsche Bank AG, London Branch and HSBC Bank plc

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, recording or registration

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts, and including those set out in Note 2 below

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind (excluding trade receivables which cannot be secured under the terms of the relevant contract or are otherwise subject to any permitted non-recourse factoring agreement)

"Borrowings" has the meaning given to that term in Clause 26 1 (*Financial Definitions*) of the Senior Facilities Agreement

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Chargor" means each of the Chargors party to the Security Document and as listed at Note (2) below

"Collateralised Cash" means, at any time, such cash that is provided by way of cash collateral in respect of Borrowings

"Debtors" has the meaning given to it in the Intercreditor Agreement

"Debt Documents" means each of the Intercreditor Agreement, the Senior Finance Documents, the Senior Secured Notes Finance Documents and the Hedging Agreements

"Delegate" means a delegate or sub-delegate appointed under Clause 18 2 (*Delegation*) of the Security Document

"Enforcement Event" means a Senior Acceleration Event or a Senior Secured Notes Acceleration

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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>Event</p> <p>"Excluded Asset" has the meaning given to that term in paragraph 4 (<i>Excluded Assets</i>) of the short particulars above</p> <p>"Excluded Bank Accounts" means current deposit or other accounts with any bank or financial institution in which Collateralised Cash has been deposited by way of cash cover or cash collateral and for which Security has been granted as permitted in accordance with the Senior Facilities Agreement and in which it now or in the future has an interest (excluding Collateralised Cash that is held in a Bank Account as required by the Senior Facilities Agreement in favour of the Secured Parties (if any)) and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or are accruing on those accounts and include those accounts set out in Note 2 below</p> <p>"Fixtures" means, in relation to any Real Property, all fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus or equipment owned by any Chargor from time to time on or forming part of such Real Property, in each case to the extent a Chargor has any interest in the same</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being, but excluding the Propco Companies (as defined in the Senior Facilities Agreement)</p> <p>"Hedge Counterparty" means any person which has become a party to the Senior Facilities Agreement as a Hedge Counterparty in accordance with the provisions of the Senior Facilities Agreement and which is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Obligor and a Hedge Counterparty</p> <p>"Holdco" or "Parent" means Gala Electric Casinos Plc (formerly Gala Electric Casinos Limited), a company incorporated in England and Wales with registered number 04639011</p> <p>"Holdco Group" means Holdco and each of its Subsidiaries from time to time</p> <p>"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest (including those listed in Note 2 below)</p> <p>"Intellectual Property" of a Chargor means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist) <p>"Intercreditor Agreement" means the intercreditor agreement dated on 26 May 2011 between, among others, Gala Electric Casinos Limited, the Debtors, the Senior Lenders, the Hedge Counterparties (each as defined in the Intercreditor Agreement) and Barclays Bank PLC as Senior</p>	

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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

Agent and Security Agent

"Investments" of a Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"Material Property" means all parcels of Real Property identified in Note 2 herein, any of the Group's future parcels of Real Property the value of, or the consideration paid (whether cash or non-cash) for, which (whether at the time of acquisition or at its most recent valuation using customary valuation methodology for the relevant parcel of Real Property) exceeds £10,000,000 and any other parcels of Real Property agreed to be designated as "Material Property" by Holdco and the Security Agent each acting reasonably

"Obligor" means each Original Obligor, and each person which is or becomes an Additional Borrower or an Additional Guarantor (each as defined in the Senior Facilities Agreement) in accordance with the provisions of the Senior Facilities Agreement

"Original Obligor" has the meaning given to it in the Senior Facilities Agreement, and includes the Company and each other Chargor

"Real Property" means freehold and leasehold property in England and Wales heritable or leasehold property in Scotland and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Secured Party" means the Security Agent, the Senior Agent, any Receiver or Delegate, (including, for the avoidance of doubt, each Senior Secured Notes Trustee solely for itself and not on behalf of any other party), the Arrangers, the Senior Secured Creditors from time to time but, in the case of each Hedge Counterparty, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 21.12 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement

"Security" means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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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>"Security Document" means</p> <p>(a) any document entered into by an Obligor creating or expressed to create Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Senior Finance Documents,</p> <p>(b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Liabilities, and</p> <p>(c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above</p> <p>"Senior Acceleration Event" means the Senior Agent serving notice of acceleration in accordance with clause 28 21 (<i>Acceleration</i>) of the Senior Facilities Agreement</p> <p>"Senior Agent" means Barclays Bank PLC</p> <p>"Senior Facilities Agreement" means the senior facilities agreement originally dated 26 May 2011 and amended by an amendment letter dated 27 May 2011, between, amongst others, (1) Gala Electric Casinos Limited as the parent, (2) the Arrangers, (3) Credit Suisse AG, London Branch, Barclays Capital, Morgan Stanley Bank International Limited, Goldman Sachs International, Deutsche Bank AG, London Branch and HSBC Bank plc as the bookrunners, (4) the Lenders named in that agreement, (5) Barclays Bank PLC as the facility agent, (6) Barclays Bank PLC as the security agent, (7) Barclays Bank PLC as the original issuing bank</p> <p>"Senior Finance Document" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Senior Lenders" has the meaning given to the term "Lender" in the Senior Facilities Agreement</p> <p>"Senior Secured Creditors" means the Senior Lenders, the Senior Secured Notes Creditors and the Hedge Counterparties</p> <p>"Senior Secured Notes" means high yield notes, exchange notes, securities or other debt instruments issued or to be issued by Gala Group Finance plc that comply with Clause 11 (<i>Additional Liabilities and Refinancing</i>) of the Intercreditor Agreement</p> <p>"Senior Secured Notes Acceleration Event" means the Senior Secured Notes Trustee (or any of the Senior Secured Noteholders) exercising any rights to accelerate amounts outstanding under the Senior Secured Notes or any acceleration provisions being automatically invoked in each case pursuant to any Senior Secured Notes Indenture</p> <p>"Senior Secured Notes Finance Documents" means the Senior Secured Notes, each Senior Secured Notes Indenture, each guarantee granted by a member of the Holdco Group in respect of the Senior Secured Notes, the Intercreditor Agreement, the Security Documents, and any other document entered into in connection with the Senior Secured Notes and designated a Senior Secured Notes Finance Document by the Company and the applicable Senior Secured Notes Trustee (which, for the avoidance of doubt, excludes any document to the extent it sets out rights of the initial purchasers of the Senior Secured Notes (in their capacities as initial purchasers) against any member of the Holdco Group)</p> <p>"Senior Secured Notes Indenture" means each indenture pursuant to which any Senior Secured</p>	

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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

Notes are issued

"Senior Secured Noteholders" means the registered holders, from time to time, of the applicable Senior Secured Notes, as determined in accordance with the relevant Senior Secured Notes Indenture(s)

"Senior Secured Notes Trustee" means any entity acting as trustee under any issue of Senior Secured Notes and which accedes to the Intercreditor Agreement pursuant to 21.13 (*Accession of Senior Secured Notes Trustee*) of the Intercreditor Agreement

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which for this purpose shall be treated as providing that

- (a) an undertaking which has granted Security over its shares or other ownership interest in another undertaking, by which the recipient of the Security (or its nominee) holds the legal title to that interest, shall nevertheless be treated as a member of that other undertaking, and
- (b) voting rights attached to shares or other ownership interests which are subject to Security shall be treated as held by the grantor of Security (solely for the purposes of determining whether an undertaking is a member of that grantor notwithstanding any terms of the Transaction Security Documents),

save that, a subsidiary undertaking shall not include, in relation to any Obligor, a Propco Company (as defined in the Senior Facilities Agreement)

Note (2) The Chargors specified in Schedule 1 (*The Chargors*) to the Security Document is as follows

Name of Chargor	Jurisdiction of incorporation	Registration number (or equivalent, if any)
Gala Electric Casinos plc	England and Wales	4639011
Gala Group Finance plc	England and Wales	4639243
Gala Group II Limited	England and Wales	3927901
Gala Group Two II Limited	England and Wales	3927898
Gala Group Holdings II Limited	England and Wales	3936658
Gala Group Investments Limited	England and Wales	3446414
Gala Holdings Limited	England and Wales	801616
Gala (2003) Limited	England and Wales	2284932
Gala Casinos Limited	England and Wales	4054596
Eventday Limited	Scotland	SC070545
Gala Leisure Limited	England and Wales	794943
Patmor Limited	Scotland	SC033443
Gala County Clubs Limited	Scotland	SC041681
Gala Joint Activities Limited	England and Wales	04818629

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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			
	Coral Eurobet Holdings Limited	England and Wales	4487021
	CE Finance 1 Limited	England and Wales	5240872
	CE Finance 2 Limited	England and Wales	5240276
	CE Finance 3 Limited	England and Wales	5240310
	Coral Eurobet 2 Limited	England and Wales	4491418
	Coral Eurobet 3 Limited	England and Wales	4491414
	Coral Eurobet 4 Limited	England and Wales	4491419
	Coral Eurobet Limited	England and Wales	3688324
	Coral Group Trading Limited	England and Wales	3674996
	Eurobet Holdings Limited	England and Wales	3729913
	Coral Estates Limited	England and Wales	726729
	Romford Stadium Limited	England and Wales	307446
	Coral Racing Limited	England and Wales	541600
	Eurobet UK Limited	England and Wales	3849156
	Brickagent Limited	England and Wales	3849158
	Coral (Holdings) Limited	England and Wales	745712
	Coral Stadia Limited	England and Wales	240034
	CE Acquisition 1 Limited	England and Wales	5282218
	CE Acquisition 2 Limited	England and Wales	5282058
The Real Property of the Company specified in Schedule 3 (<i>Real Property</i>) to the Security Document is as follows			
<i>Please note that there is no Real Property specified for the Company.</i>			
The Investments of the Company specified in Schedule 4 (<i>Investments</i>) to the Security Document are as follows			
Coral Racing Limited			
751 ordinary shares of £1 each in Arthur Prince (Turf Accountants) Limited			
£400,010 ordinary shares of £1 each in Geo Akins (Bookmakers 1972) Limited			
1,000 ordinary shares of £1 each in Coral Estates (Holdings) Limited			
9,900,002 ordinary shares of £1 each in Coral Investments Limited			
1,000 ordinary shares of £1 each in Coral Racing (Accounts) Limited			

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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

5,000 ordinary shares of £1 each in Coral Racing (Accounts) Limited

The Bank Accounts of the Company specified in Schedule 7 (*Details of Bank Accounts*) to the Security Document are as follows

Account Bank	Sort Code	Account Number
SANTANDER	72-00-00	003271307
HSBC	40-09-06	91123130
NATWEST	60-00-01	39060799
NATWEST	60-00-01	39060837
NATWEST	60-00-01	39060845
NATWEST	60-00-01	39060918
NATWEST	60-00-01	39060926
NATWEST	60-00-01	39300943
NATWEST	60-00-01	39520323
NATWEST	60-00-01	39520374
RBS	16-04-00	20067936

The Excluded Bank Accounts of the Company specified in Schedule 10 (*Details of Excluded Bank Accounts*) to the Security Document are as follows

Please note that there are no Excluded Bank Accounts specified for the Company

The Insurances specified in Schedule 7 (*Insurances*) to the Security Document are as follows

Insurer	Policy Type	Policy Number
Mitsui	Material Damage	16201K10AA
Mitsui	Business Interruption	16201K10AA
<ul style="list-style-type: none"> Lloyd's Syndicate 2003JC Lloyd's Syndicate1 183 TAL Axis Speciality Ltd 	Terrorism	CP3663510

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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

Chubb	Crime	82051931E
Ace (Barbican/Kiln Group)	Cyber Insurance	Barbican 0839/GX3611810 Kiln 0839/GX3612210

Note (3) The Security Document provides that

1 Further Assurance: Subject to the Agreed Security Principles, the Company shall (and the Parent shall procure that the Company shall) at its own expense promptly do all such acts or execute all such documents (including assignments, assignments, transfers, mortgages, standard securities, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

- (a) to perfect the Charges created or intended to be created under or evidenced by the Security Document or for the exercise of any rights, powers, discretions and remedies of the Security Agent or any Receiver or the Senior Secured Creditors provided by or pursuant to the Debt Documents or by law,
- (b) to confer on the Security Agent and the Senior Secured Creditors, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Security Document, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Document

Subject to the Agreed Security Principles, the Company shall (and the Parent shall procure that the Company 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 Security Agent and the Senior Secured Creditors by or pursuant to the Debt Documents

2 Conversion by Notice: Subject to Clause 4.6 (*Insolvency Act 2000, void provisions*) of the Security Document, the Security Agent may convert (where Scottish law applies, to the extent competent under Scots law) the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically)

- (a) if it reasonably considers those Charged 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, and/or
- (b) while an Enforcement Event is continuing

3 Automatic Conversion: Subject to Clause 4.6 (*Insolvency Act 2000, void provisions*) of

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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

the Security Document, if

- (a) the Company, except as expressly permitted by the Debt Documents, takes any step to create any Security over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person, except as expressly permitted by the Debt Documents, takes any step to effect any expropriation, attachment, sequestration, distress, diligence, inhibition, arrestment or execution against any of those Charged Assets,
- (c) the holder of any other Security whether ranking in priority to or pari passu with or after the Charges contained in the Security Document, except as expressly permitted by the Debt Documents, appoints an Administrator, an administrative receiver, receiver, manager or receiver and manager in respect of any Chargor,

the floating Charge over the relevant Charged Assets shall automatically and immediately (without any notice) be converted (where Scottish law applies, to the extent competent under Scots law) into a fixed Charge

In this Note (3), except to the extent that the context requires otherwise

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to this Security Document



4/C

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 541600
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 27 MAY 2011 AND CREATED BY CORAL
RACING LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM A CHARGOR OR ANY OBLIGOR TO ANY
SECURED PARTY 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 10 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES