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CHFP025

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*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[] [] [] [] [] [] [] [] [] []

1598531

Name of company

* BERGENIA LIMITED (the "Company")

Date of creation of the charge

21 December 2000 (amending a charge originally created on 15 December)

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

Fifth Supplemental and Accession Deed dated 21 December 2000 between the
Company, Gala Group Investments Limited (the "Parent"), Gala Holdings
Limited, Gala Leisure Limited, certain other subsidiaries of each of
Gala Holdings Limited and Gala Group 2001 Limited, Spicegold Limited,
(Please see page 1 of continuation sheet 1)

Amount secured by the mortgage or charge

All Secured Sums.

"Borrowers" means the borrowers under the Facilities Agreement and
"Borrower" shall be construed accordingly.

"Creditors" means the Lenders, the Agent, the Guarantee Fronting Bank,
any Gaming Reserve Fronting Bank and any Hedging Bank and "Creditor" is
construed accordingly.

(Please see page 2 of continuation sheet 1)

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

Morgan Guaranty Trust Company of New York as security agent and trustee
60 Victoria Embankment
London

Postcode EC4Y 0JD

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

Clifford Chance LLP
200 Aldersgate Street
London EC1A 4JJ

Ref: AKJ/J636/933/RCES

London-2/839936/01

Time critical reference

For official Use
Mortgage Section

Post room

LD4
COMPANIES HOUSE0201
11/01/01

Short particulars of all the property mortgaged or charged

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The following property of the Company

(A) the Real Property vested in it as legal owner if and to the extent described in Schedule 1 (below);

(B) all Real Property vested in it and not included in paragraph (A) above and all other Real Property acquired by it after the date of the Debenture;

(C) the following:

(i) all plant, machinery and equipment owned by it at the date of the Debenture or thereafter (and not included in paragraph (A) or (B) above), and its interest in any plant, machinery or equipment in its possession at the date of the Debenture or thereafter;

(Please see page 4 of continuation sheet 1)

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Clifford Chance LLP

Date

11/1/01

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHFP025

Please complete
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Company Number

1598531

Name of Company

BERGENIA LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Gala Leisure (1999) Limited, Gala Group Finance Limited ("Gala Finance"), Gala Group 2001 Limited and Morgan Guaranty Trust Company of New York (the "Agent") as security agent and trustee (amending the Debenture).

"Debenture" means the debenture dated 15 December 1997 between Gala Group Investments Limited, Gala Holdings Limited, Gala Leisure Limited and certain other subsidiaries of Gala Holdings Limited and the Agent as amended and restated by each of the Supplemental and Accession Deed, the Second Supplemental and Accession Deed, the Third Supplemental and Accession Deed, the Fourth Supplemental and Accession Deed and the Fifth Supplemental and Accession Deed.

"Fifth Supplemental and Accession Deed" means a supplemental and accession deed dated on or about 21 December 2000 between the parties thereto amending the debenture as originally executed on 15 December 1997 (as amended by the Supplemental and Accession Deed, the Second Supplemental and Accession Deed, the Third Supplemental and Accession Deed and the Fourth Supplemental and Accession Deed).

"Fourth Supplemental and Accession Deed" means a supplemental and accession deed on or about the 18th April, 2000 between the parties thereto amending the debenture as originally executed on 15th December, 1997 (as amended by the Supplemental and Accession Deed), the Second Supplemental and Accession Deed and the Third Supplemental and Accession Deed).

"Supplemental and Accession Deed" means a supplemental and accession deed dated on or about 6 July 1998 between the parties to the Debenture (other than Gala Leisure (1999) Limited and Gala Finance) amending and restating the debenture as originally executed on 15 December 1997.

"Second Supplemental and Accession Deed" means a supplemental and accession deed dated on or about 10 June 1999 between the parties to the Debenture (other than Gala Finance) amending and restating the debenture originally executed on 15 December 1997 as amended and restated by the Supplemental and Accession Deed.

"Third Supplemental and Accession Deed" means a supplemental and accession deed dated 17 April 2000 between the parties to the Debenture amending the debenture as originally executed on 15 December 1997 and as amended and restated by the Supplemental and Accession Deed and the Second Supplemental and Accession Deed.

"Deposit Agreement and Charge on Cash Deposits" means the agreement dated 15 December 1997 made between the Parent as depositor and the Agent as security agent and trustee for the Lenders as amended and restated by an amending agreement dated 6 July 1998, an amending agreement dated 17 April, 2000, an amending agreement dated 18 April 2000 and a further amending agreement dated [21] December 2000 in each case made between the same parties.

"Facilities" means the credit facilities provided by the Facilities Agreement.

"Facilities Agreement" means the agreement dated 15 December 1997 between the borrowers and guarantors referred to in that agreement and the lenders listed in schedule 1 thereto, J.P. Morgan Securities Ltd as lead arranger and the Agent as amended and restated pursuant to the Supplemental and Accession Agreement, the Second Supplemental and Accession Agreement, the Third Supplemental and Accession Agreement and the Fourth Supplemental and Accession Agreement and the Fifth Supplemental and Accession Agreement by virtue of which further persons have become parties to the agreement and under which the Lenders have agreed to make available to the Borrowers credit facilities of up to £340,000,000.

"Fifth Supplemental and Accession Agreement" means a supplemental and accession agreement dated on or about 21 December 2000 between the Obligors thereto, J.P. Morgan Securities Ltd. as arranger and Morgan Guaranty Trust Company of New York as Agent amending the facilities agreement as originally executed on 15 December 1997 and as amended by the Supplemental and Accession Agreement, the Second Supplemental and Accession Agreement, the Third Supplemental and Accession Agreement and the Fourth Supplemental and Accession Agreement, inter alia, to make certain other persons parties to the facilities agreement and increase the credit facilities from £256,500,000 to £340,000,000.

"Fourth Supplemental and Accession Agreement" means a supplemental and accession agreement dated on or about 18 April 2000 between the Obligors, the Lenders listed in schedule 1 thereto, J.P. Morgan Securities Ltd. as arranger and Morgan Guaranty Trust Company of New York as Agent amending the facilities agreement as originally executed on 15 December 1997 and as amended by the Supplemental and Accession Agreement, the Second Supplemental and Accession Agreement, and the Third Supplemental and Accession Agreement, inter alia, to make certain other persons parties to the facilities agreement and increase the credit facilities from £200,000,000 to £256,500,000.

"Gaming Reserve Fronting Bank" means Morgan Guaranty Trust Company of New York as guarantor under any Gaming Reserve Bank Guarantee.

"Guarantee Fronting Bank" means Morgan Guaranty Trust Company of New York as guarantor under any guarantee of the Borrowers' payment obligations under the overdraft facilities available to the Borrowers under the Facility Agreement issued in favour of an Overdraft Bank in accordance with the Facilities Agreement.

"Hedging Bank" means any Lender or any affiliate of any Lender who is from time to time a party to the Hedging Contract.

"Hedging Contract" means a contract entered into by the Parent as part of its implementation of the swap referred to in sub-clause 21.1.26 of Clause 21 (General Covenants) of, or the hedging policy generally required by, the Facilities Agreement.

(Please see page 2 of continuation sheet 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(ii) all its Rights, title and interest in and to the Investments which are at the date of the Debenture or thereafter beneficially owned by it, and all dividends, interest and other distributions or bonuses, benefits or derivatives paid or payable in respect thereof;

(iii) all its Rights under or in connection with any contracts or policies of insurance or indemnities taken out at the date of the Debenture or thereafter by or on behalf of it or (to the extent of its interest) in which it has an interest, and all claims of whatever nature relating thereto and returns of premium in respect thereof;

(iv) all its present and future goodwill;

(v) all its present and future uncalled capital;

(vi) all its present and future Intellectual Property Rights;

(vii) all its Book Debts;

(viii) all its Bank Balances;

(ix) all its Negotiable Instruments;

(x) all its Rights under or in connection with all present and future licences held in connection with its business or the use of any Charged Asset (but excluding any such licence which requires the consent of the licensor for the creation of the charge and in respect of which consent has not been obtained, any licence held by an employee of the Obligor and any licence incapable of being charged) and the right to recover and receive all compensation which might be payable to it in respect of such licences; and

(xi) all its Rights under or in connection with any Hedging Contract which it enters into from time to time;

(D) by way of first floating charge, all its Assets, including Assets expressed to be included in paragraphs (A), (B) and (C) above.

The Debenture prohibits the Company, without the prior written consent of the Agent, from creating or permitting to subsist any Security on, over or with respect to any of its Assets. This prohibition does not apply to the following:

(i) Security created by:

(A) the Debenture;

(B) the Deposit Agreement and Charge on Cash Deposits;

(Please see page 4 of continuation sheet 2)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

1598531

Name of Company

BERGENIA LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Lenders" means from time to time the lenders listed in schedule 1 of the Facilities Agreement (and their successors in title) and any other lender which has acquired an interest in the Facilities and excluding any lender which has ceased to have an interest in the Facilities in each case in accordance with the terms of the Facilities Agreement.

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"Obligors" means the Company, the Parent, Gala Holdings Limited, Gala Leisure Limited, certain other subsidiaries of Gala Holdings Limited, Spicegold Limited, Gala Leisure (1999) Limited, Gala Finance and Gala Group 2001 Limited as parties to the Facilities Agreement and "Obligor" is construed accordingly.

"Overdraft Bank" means the bank from time to time providing overdraft facilities to a Borrower in accordance with the Facilities Agreement.

"Second Supplemental and Accession Agreement" means a supplemental and accession agreement dated 10 June 1999 between the borrowers and guarantors referred to in that agreement and the lenders listed in schedule 1 thereto, J.P. Morgan Securities Ltd. as arranger and the Agent amending the facilities agreement as originally executed on 15 December 1997 and as amended by the Supplemental and Accession Agreement, inter alia, to make other persons parties to the facilities agreement and increase the credit facilities from £159,250,000 to £169,250,000.

"Secured Sums" means all moneys and liabilities (whether actual or contingent) which are at the date of the Debenture or thereafter due, owing or payable, or expressed to be due owing or payable, to any Creditor from or by any Obligor under or in connection with the Facilities Agreement, a Hedging Contract, the Deposit Agreement and Charge on Cash Deposits or the Debenture as such deeds and agreements may be amended or restated in the future.

"Supplemental and Accession Agreement" means a supplemental and accession agreement dated on or about 6 July 1998 between the Borrowers and guarantors referred to in that agreement and the lenders listed in schedule 1 to that agreement, J.P. Morgan Securities Ltd as arranger and the Agent amending and restating the facilities agreement as originally executed on 15 December 1997, inter alia, to make certain other persons parties to the facilities agreement and increase the credit facilities from £144,250,000 to £159,250,000.

"Third Supplemental and Accession Agreement" means a supplemental and accession agreement dated 17 April 2000 between the Obligors, the Lenders, J.P. Morgan Securities Ltd as lead arranger and the Agent amending the facility agreement as originally executed on 15 December 1997 as amended by the Supplemental and Accession Agreement and the Second Supplemental and Accession Agreement, inter alia, to make certain other persons parties to the facilities agreement and increase the credit facilities from £169,250,000 to £200,000,000.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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(C) the Standard Securities (in a form agreed between Clifford Chance and Tods Murray) granted in favour of the Agent by the infest heritable proprietors of the properties in Scotland held by members of the Group) over those properties.

(D) each deed of accession executed and delivered pursuant to the Debenture;

(E) any other document creating in Scotland or Northern Ireland a form of security similar to that created under the Debenture in a form satisfactory to the Agent but which shall not contain terms materially more onerous than the Debenture; and

(F) any other document executed in accordance with the terms of the documents mentioned in (A) to (E) above or the Facilities Agreement and expressed to be, or to be supplemental to a document mentioned in (A) to (E) above.

(ii) Liens arising in the ordinary course of trading or by operation of law.

(iii) Title retention or hire purchase arrangements in respect of goods. These arrangements must arise in the ordinary course of trading and on customary terms of suppliers.

(iv) Security by way of set-off in the ordinary course of trade.

(v) Rights of set-off in favour of a bank arising by operation of law or pursuant to that bank's standard account opening document.

(vi) Cash cover provided under the Facilities Agreement to the Guarantee Fronting Bank and the Gaming Reserve Fronting Bank.

(viii) Any Security on any asset of any company existing at the time that company is acquired by a member of the Group where the Security is:

(a) not created in contemplation of that acquisition;

(b) remains confined to the asset it covered at the date of the acquisition; and

(c) does not secure any indebtedness not secured by it at the date of the acquisition.

(Please see page 4 of continuation sheet 3)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1598531

Name of Company

BERGENIA LIMITED (the "Company")

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Assets" means business, undertaking, property, assets, revenues, Rights and uncalled capital, present and future and any interest therein.

"Bank Balances" means all moneys (including interest) now or hereafter standing to the credit of any account (other than the Mandatory Prepayment Account) at the date of this Debenture or thereafter held by an Obligor which any bank, and the debts represented by such moneys.

"Book Debts" means all book and other debts of any nature whatsoever now and hereafter due or owing to any Obligor (including, but without limitation, the benefit of all amounts due or owing from any government or governmental agency, whether by way of repayment or refund in respect of any Tax or otherwise, but excluding all moneys now or hereafter standing to the credit of any account now or hereafter held by an Obligor with any bank) and the benefit of (including the proceeds of all claims under) all Rights, securities, guarantees, indemnities, letters of credit and insurances of any nature whatsoever at the date of the Debenture or thereafter enjoyed or held by any Obligor in relation thereto.

"Charged Assets" means Assets from time to time subject, or expressed to be subject, to all or any of the Security created, or which may at any time be created, by or pursuant to the Debenture, or any part of those Assets.

"Debentures" include debenture stock, loan stock, bonds, notes and certificates of deposit.

"Derived Assets" means all Shares, rights or other property of a capital nature which accrue or are offered, issued or paid at any time (by way of bonus, rights, redemption, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase or otherwise) in respect of:

- (i) the Original Shares; or
- (ii) the Further Shares; or
- (iii) any Shares, rights or other property previously accruing, offered, issued or paid as mentioned in this definition

but does not include cash payments.

"Dividends" means all dividends, interest and other income paid or payable in respect of the Original Shares, any Further Shares or any Derived Assets.

"Further Shares" means all Shares of the Company (other than the Original Shares and any Shares comprised in any Derived Assets) which the Company and the Agent may at any time agree shall be subject to all or any part of the Security created, or which may at any time be created, by or pursuant to the Debenture.

"Group" means the Parent and all its subsidiaries (as such term is defined in Section 736 of the Companies Act 1985) and Gala Finance.

"Intellectual Property Rights" means patents, designs, copyrights, rights in trade marks and service marks, rights in confidential information, rights in know-how, and any interests (including by way of licence) in any of the foregoing, and any other associated or similar rights (in each case whether registered or not, and all applications for the same).

(Please see page 4 of continuation sheet 4)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1598531

Name of Company

BERGENIA LIMITED (the "Company")

Limited*

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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"Investments" means:

- (i) shares, stocks and Debentures including the Original Shares, any Further Shares, and Derived Assets and any Dividends other than cash Dividends;
- (ii) warrants, options or other Rights to subscribe, purchase, call for delivery of or otherwise acquire shares, stocks or Debentures; and
- (iii) units in a Unit Trust Scheme.

"Mandatory Prepayment Account" means the account of the Parent with the Agent which is subject to the Deposit Agreement and Charge on Cash Deposits.

"Negotiable Instruments" means all bills of exchange, promissory notes and other negotiable instruments of any description beneficially owned at the date of this Debenture or thereafter by any Obligor (but excluding any Debentures).

"Original Shares" means the following shares held by the Company:

100,000 ordinary shares (having a nominal value of £1 each) in Emburg Entertainments Limited (number 1341627)

"Real Property" means freehold or leasehold property in England and Wales and any other land or buildings anywhere in the world, and any estate or interest therein, and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings, fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment from time to time therein or thereon.

"Rights" means rights, benefits, powers, privileges, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of any nature, whatsoever).

"Security" means security of any type over any asset including retention of title arrangements, rights to retain possession and any similar arrangement providing a creditor with a prior right to an asset, or its proceeds of sale, over other creditors in a liquidation.

"Shares" means stocks, shares and other securities of any kind.

"Tax" includes any present or future tax (including value added tax charged in accordance with the provisions of the Value Added Tax Act 1983, and any other similar tax on value or turnover which is enacted in addition to or in substitution for it), levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalty in respect thereof.

"Unit Trust Scheme" has the meaning given to that expression by section 75(8) of the Financial Services Act 1986.

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SCHEDULE 1
PROPERTIES TO BE CHARGED

Part A

Gala Properties

England and Wales

Number	Location	Address	Title No
1.	Acton	High Street London W3 8BR	Unregistered
2.	Aldershot	The Ritz High Street Aldershot Hants GU11 1DJ	HP517737
3.	Ashington	Essoldo Milburn Road Northumberland NE63 4QZ	ND59866
4.	Ashton	108 Wellington Road Ashton under Lyne Lancashire OL6 6DJ	GM709477
5.	Aylesbury	High Street Aylesbury Bucks HP20 1SE	BM8505 BM25034
6.	Banbury	North Barr Street, Banbury	ON210188
7.	Barkingside	Fairlop Road Barkingside Essex IG6 2EF	EX28110
8.	Barnsley	Pontefract Road Barnsley Yorkshire S71 1AY	SYK295557
9.	Barnsley	Shipley's Bingo Club, New Street, Barnsley	SYK388093
10.	Barrow-in-Furness	Unit A, Hollywood Park, Ironworks Road, Barrow-in-Furness	CU144826

Number	Location	Address	Title No.
11.	Basildon	Southernhey Basildon Essex SS14 1DH	Unregistered
12.	Bath	Sawclose Bath Avon BA1 1EY	Unregistered
13.	Bedminster	North Street Bristol Avon BS3 1EN	AV56520
14.	Bournemouth	Lansdowne Christchurch Road Bournemouth Dorset BH1 3JY	DT74050
15.	Bridlington	The Regal The Promenade Bridlington YO15 2QE	HS87069
16.	Brighton	Site 10 Freshfield Industrial Estate Brighton	ESX222587
17.	Bristol	Hengrove Park Hengrove Bristol	Unregistered
18.	Burnley	Centenary Way Burnley BB11 2EJ	LA753177
19.	Burnley	The Empire St. James Street Burnley BB11 1NL	LA517240
20.	Cambridge	The Central 21 Hobson Street Cambridge CB1 1NL	CB54066
21.	Cardiff	Unit C Western Avenue Cardiff	WA791502

Number	Location	Address	Title No.
22.	Carlisle	Lonsdale Warwick Road Carlisle CA1 1DN	Unregistered
23.	Castleford	Part Road Castleford West Yorkshire WF10 4RS	WYK587667
24.	Chatham	The Ritz 326 and 342 High Street Chatham ME4 4NF	K561789 K103930
25.	Chorley	The Odeon Market Street Chorley PR7 1BD	Unregistered
26.	Colchester	48 Osborne Street Colchester Essex CO2 7DP	EX477034
27.	Coventry	Savoy Buildings Radford Road Coventry Warwickshire CV6 3BU	WK106940 WK14427
28.	Coventry	Hales Street Coventry Warwickshire CV1 1HX	WK70082
29.	Cramlington Midas	Manor Walks Shopping Centre Cramlington Northumberland	Unregistered
30.	Crawley	102-104 High Street Crawley RH10 1BZ	Unregistered
31.	Crawley, New	Kingsgate Queensway RH10 1EN	WSX210896 WSX210899
32.	Crystal Palace	25 Church Road London SE19 2TE	P33677 SGL545342 SGL568868 SGL545046

Number	Location	Address	Title No.
33.	Darlington	Skinnergate Darlington County Durham DL3 7LX	DU39435
34.	Dartford	Spital Street Dartford Kent DA1 2DL	K797583
35.	Derby	Foresters Business Park 8 Sinfin Lane Derby	DY173790
36.	Derby - Midas	Liversage Street Derby	DY283926
37.	Dover	49 Biggin Street Dover CT16 1DB	K404483 K356270
38.	Dudley	Castle Hill Dudley DY1 4QF	SF23236
39.	East Ham	281 Barking Road East Ham London E6 1LB	EGL319384 NGL52966 EX2855 EX12240
40.	East Ham	Temple Works, St. John's Road, East Ham	EX16485
41.	Gateshead	Unit 1 Cameron Retail Park Metro Centre Gateshead Newcastle-upon-Tyne NE11 9XU	Unregistered
42.	Gillingham	The Embassy 48 Green Street Gillingham ME7 1XA	K590556
43.	Gravesend	The Regal Gravesend Kent DA11 0AE	K318292
44.	Grimsby	Pasture Street Grimsby Humberside DN32 9AB	HS278332

Number	Location	Address	Title No.
45.	Hanley	Albion Square Hanley Stoke on Trent Staffordshire ST1 1QP	Unregistered
46.	Harpurhey	837 Rochdale Road Harpurhey Manchester M9 5XD	GM463157
47.	Harrow	The Dominion Station Road Harrow HA1 2TU	NGL518148
48.	Hereford	44 Berrington Street Hereford HR4 0BJ	Unregistered
49.	Hounslow	78/80 Staines Road Hounslow TW3 3LF	NGL35206
50.	Hove	193 Portland Road Hove BN3 5JB	ESX62932
51.	Hull	Essoldo Social Club 309-315 Hessle Road/Harrow Street Hull	Unregistered
52.	Hull - Astra	Olso Road Sutton Fields Hull Humberside HU8 OYN	HS229493
53.	Keighley	The Ritz Alice Street BD21 3DA	WYK300474
54.	Kettering	High Street Kettering Northants NN16 8ST	NN142441
55.	King's Heath	The Kingsway Cinema, High Street, King's Heath, Birmingham B14 7BH	WM174837
56.	Kingston upon Thames	The Regal Richmond Road KT2 5ED	P102574

Number	Location	Address	Title No.
57.	Kirkby	Telegraph Way St. Chads Drive Kirkby Liverpool L32 1TA	Unregistered
58.	Lancaster	King Street Lancaster LA1 1YE	Unregistered
59.	Leamington Spa	Spencer Street Leamington Spa CV31 2NF	Unregistered
60.	Leeds	Seacroft Civic Centre Leeds	WYK142572
61.	Leicester	100 Beaumont Way Beaumont Leys Leicester LE4 1DS	LT266161
62.	Letchworth	Central Approach Letchworth SG6 3DL	Unregistered
63.	Leyton	Lea Bridge Road London E10 7LD	EGL338548
64.	Lincoln	Waterside Saltergate Lincoln LN2 1DH	LL110910
65.	Liverpool	Unit 16 Stonedale Retail Park East Lancaster Road Westerby	MS38220
66.	Longbridge	The Essoldo Cinema, 1375-1401 Bristol Road, South Longbridge, Birmingham B31 2SU	WM459059
67.	Maidstone	Lower Stone Street Maidstone Kent ME5 6JX	K4677290
68.	Mansfield	45 Albert Street Mansfield Nottinghamshire NG18 1EA	NT264581 PI81280

Number	Location	Address	Title No.
69.	Medway	Chariot Way Strood Rochester Kent ME2 2SS	K768335
70.	Milton Keynes	The Point Midsummer Boulevard Milton Keynes Buckinghamshire MK9 3NB	Unregistered
71.	Morecambe	Marine Road East Morecambe Lancashire LA4 5AY	LA77132
72.	Newcastle upon Tyne	The Majestic Westgate Street Newcastle upon Tyne NE1 1SW	TY42007
73.	New Cross	263C New Cross Road New Cross London SE14 5UL	TGL128808
74.	Nottingham	St Annes Well Road Nottingham NG3 1ED	NT161802
75.	Nottingham	Gala Way Hucknall Road Bulwell Nottingham	NT299986
76.	Nottingham	New Castle House Castle Boulevard Nottingham	Unregistered
77.	Oxford	Cowley Road Oxford Oxon OX4 1US	ON80610
78.	Peterborough	London Road Peterborough Cambridgeshire PE2 8AJ	Unregistered

Number	Location	Address	Title No.
79.	Pitsea	The Broadway High Road Pitsea SS13 3AR	Unregistered
80.	Plymouth	Derrys Cross Plymouth Devon PL1 2SW	Unregistered
81.	Poole	Tower Park Poole Dorset BH12 4NY	DT234745
82.	Preston	Lowthian House Market Street Preston PR1 2ES	LA534378
83.	Redditch	Church Road Redditch B97 4AB	Unregistered
84.	Rhyl	The Regent 1-4 High Street Rhyl LL18 3AB	WA439833
85.	Rotherham	Fitzwilliam Road Aldwarke Lane Rotherham S65 3SR	SYK349221
86.	Rugby	North Street Rugby CV21 2AF	WK1940
87.	Salford	Hankinson Way Salford Manchester M6 5JA	GM798172
88.	Salisbury	The Regal Endless Street Salisbury SP1 1DP	Unregistered
89.	Scunthorpe	Madford Retail Park Brigg Road Scunthorpe North Lincolnshire DN15 6TZ	HS260357
90.	Scunthorpe	Doncaster Road Scunthorpe DW15 7DE	Unregistered

Number	Location	Address	Title No.
91.	Sheffield	299 Cricket Inn Road The Parkway Sheffield S2 5EU	SYK341920
92.	Shirehampton	20 Station Road Shirehampton BS11 9TX	AV21728
93.	Shrewsbury	Castle Gates Shrewsbury	SL6578
94.	Slough	Bath Road Slough Berkshire SL1 3US	BK292768
95.	Southampton	2/12 Park Street Shirley Southampton SO7 3NR	Unregistered
96.	St. Albans	Unit B25 North Orbital Trading Estate St. Albans AK1 1XB	HD122015
97.	Stevenage	Kings Way Stevenage Leisure Park Stevenage SG1 2UA	HD347852
98.	Stockport	Newbridge Lane Stockport Greater Manchester	GM764042
99.	Stratford	341-353 High Street Stratford London E15 4QX	EGL309890
100.	Sunderland	Pallion New Road Pallion Sunderland SR4 6UA	TY315629 TY326827
101.	Swindon	Unit 17 Greenbridge Retail Park Garrards Way Swindon SN3 3SQ	WT163740

Number	Location	Address	Title No.
102.	Thornton Heath	793-795 London Road Thornton Heath CR4 6AW	SY48160 SY60270 SGL413083 SGL57830 SY46613 SY326472
103.	Thurrock	Lakeside Leisure Park West Thurrock Way Grays Essex RM20 3WH	Unregistered
104.	Tooting	50 Mitcham Road Tooting London SW17 9NA	150013 LN244395 LN31740 372874 SGL448044
105.	Torquay	Temperance Street Torquay South Devon TQ2 5PU	DN149316
106.	Tottenham	Unit 5 Tottenham Hale Retail Park Broad Lane London N15 4QD	EGL261648
107.	Wakefield	Denby Dale Road Corner George Street Wakefield West Yorkshire WF1 1JN	WYK487851
108.	Walsall	Jerome Retail Park Midland Road Walsall WS1 3QB	WM572115
109.	Warrington	Unit 1A Cockhedge Centre Warrington Cheshire WS1 2QH	CM394334
110.	Washington	The Galleries Washington Centre Washington Tyne & Wear NE38 7SB	TY342750

Number	Location	Address	Title No
111.	Wavertree	Church Road North Wavertree L15 6TE	MS206583
112.	Wellingborough	The Lyric Midland Road Leisure Hall Swansgate Wellingborough NN8 1HA	Unregistered
113.	Wigan	8 Anjou Boulevard Robin Park Wigan WN5 OUI	GM741492
114.	Wigan	The Ritz Station Road Wigan WN1 1YL	GM781930
115.	Winton	Wimborne Road Winton BH9 2AU	Unregistered
116.	Wolverhampton	Bushbury Lane Wolverhampton	WM315534
117.	Woolwich	Powis Street Woolwich London SE18 6NL	LN10030 LN169429 LN24099 LN11007 295822 LN24100 LN4825 194934 295741 LN8522 296829 198310 298847 298845 LN9932
118.	Worcester	21 Foregate Street Worcester WK1 1DN	WR1708
119.	Worthing	Rowlands Road Worthing Sussex BN11 3JS	WSX53690

Number	Location	Address	Title No.
120.	Wythenshawe	Rowlandsway Wythenshawe Manchester M22 5RG	LA133320
121.	Yardley	Swan Centre Coventry Road Yardley Birmingham B26 1AD	WK167822 WM596732 WK167821 WM532550

Scotland

Number	Location	Address	Title No.
122.	Aberdeen	104/106 King Street Aberdeen Scotland AB2 3BB (and gas meter station at Princes Street)	
123.	Arbroath	The Ritz High Street Tayside DD11 1BH	
124.	Clydebank	Graham Avenue Clydebank G81 3AG	
125.	Darnley	12 Woodneuk Road Glasgow G53 7RT	
126.	Dumfries	The Regal Shakespeare Street DG1 2JJ	
127.	Dundee	Stack Leisure Park Harefield Road Lochee Dundee DD2 3XN	
128.	Edinburgh	154 West Granton Road Edinburgh EH5 1PE	
129.	Edinburgh Meadow Bank	2 Moray Park Meadowbank Edinburgh EH7 5TS	
130.	Edinburgh Wester Hailes	2 Westside Plaza Edinburgh	
131.	Falkirk	Kerse Lane Falkirk FK1 1RJ	
132.	Falkirk	Bank Street Falkirk Central FK1 1MB	

Number	Location	Address	Title No.
133.	Glasgow	167 Hawthorn Street Possil Park Glasgow G22 6HF	
134.	Glenrothes	Carrick Gate Glenrothes Fife KY7 5NT	
135.	Kilmarnock	West George Street/ Portland Street Kilmarnock	
136.	Leven	Kingsway Club Commercial Road Leven KY8 4LA	
137.	Montrose	Kingsway Social Club 12 Hume Street Montrose DD10 8JD	
138.	Paisley	Phoenix Park Linwood Road Paisley PA1 2AB	
139.	Peterhead	Kingsway Social Club 63 Marischal Street Peterhead AB4 6PR	

Part B

Ritz Properties

England and Wales

Number	Location	Address	Title No.
140.	Coventry	Club Rialto Moseley Avenue Coventry	WM509286
141.	Coventry	Brade Drive Walsgrave Coventry	Unregistered
142.	Doncaster	Unit 7 The Wheatley Centre Wheatley Hall Road Doncaster	SYK356095
143.	Hertsmere	Unit 4 Boulevard Park 25 Borehamwood	HD304237
144.	Gloucester	Unit 4 the Peel Centre Gloucester	GR171562
145.	Ipswich	Unit 3 Orwell Retail Park Ranelagh Road Ipswich	SK158249
146.	King's Lynn	The Theatre Royal St. James' Street King's Lynn Norfolk	Unregistered
147.	Nottingham	Unit 1B Castle Retail Park Radford Boulevard Nottingham	NT320466
148.	Sheffield	Unit 1A Kilner Way Halifax Road Wadsley Bridge Sheffield	SYK344194
149.	Southampton	The Atherley Bingo and Social Club 309 Shirley Road Soouthampton	Unregistered

Number	Location	Address	Title No.
150.	Southampton	Units 18/20 Lords Hill District Centre Lords Hill Southampton	HP464354
151.	Southampton	17/21 Portsmouth Road Woolston Southampton	HP13306 HP113307
152.	South Kesteven	Plot 2 Venture Way Grantham	LL62931
153.	Stafford	Unit 10 Queensville Road Retail Park Queensville Stafford	SF350579
154.	Weymouth	18 Crescent Street Weymouth	DT148094
155.	Widnes	Bingo Unit at the Windmill Centre Widnes Cheshire	CH422014
156.	Woking	First Floor Premises at former Asda Store Chertsey Road Woking	SY648709
157.	Wokingham	The Ritz Bingo Club East Hampstead Road Wokingham Berkshire	Unregistered
158.	Woodspring	Unit 2 The Wyvern Centre Western Super Mare	AV248775

Part C

Jarglen Properties

England and Wales

Number	Location	Address	Title No.
159.	Aldridge	Avion Anchor Road Aldridge West Midlands WS9 8PT	WM167521
160.	Ashmore Park	Ashmore Park Bingo Club 377 Lichfield Road Ashmore Park Wednesfield Wolverhampton WV11 1HD	WM180505
161.	Bloxwich	Rosum Bingo Club 631-637 Bloxwich Road Walsall WS3 2BQ	WM583742 WM557099
162.	Cradley Heath	The Majestic Bingo & Social Club Cradley Road Cradley Heath West Midlands B64 6AG	WM135598 WM468874
163.	Erdington	Castle Branwich Kingsbury Road Erdington Birmingham B24 9BR	WM601909
164.	Fenton	Victoria Road Fenton Stoke ST4 2HX	SF171694 SF171695

Number	Location	Address	Title No.
165.	Great Barr	The Clifton Walsall Road Great Barr Birmingham B42 1LR	WM189264
166.	Leicester	The Roxy Bingo Club Fullhurst Avenue Leicester LE3 1BL	LT9316
167.	South Wigston	The Ritz 53-57 Blaby Road South Wigston Leicester LE8 2PA	LT138052
168.	Stockland Green	The Plaza Marsh Lane and 21 Streetly Road Stockland Green Birmingham B23 7BH	NM141479(FH) WK112450(LH)

Part D

Riva Properties

Number	Location	Address	Title No.
169.	Aberdeen	Beach Boulevard Links Road Aberdeen AB11 5EN	ABN14761 (Scottish)
170.	Belle Vue	Hyde Road Belle Vue Manchester M18 7BA	GM770841
171.	Bexleyheath	28-70 Broadway Bexleyheath Kent DA6 7RB	SGL607067
172.	Blackburn	Wholesale Market Ainsworth Street Blackburn BB1 6AF	LA786073
173.	Bradford	Oasby Croft Weaverthorpe Road Tong Street Bradford BD4 6AF	WYK493725
174.	Brighton	Fairway Trading Estate Moulescoombe Way Brighton BN2 4PB	ESX215100
175.	Bromborough	Wirral Leisure Island Welton Road Bromborough CH62 3PN	MS370505
176.	Camberwell	262/274 Camberwell Road London SE5 0DL	LN28365

Number	Location	Address	Title No.
177.	Clacton	123-129 Pier Avenue Clacton on Sea Essex CO15 1NJ	EX11760
178.	Enfield	Unit 2 Dearsley Road Off Great Cambridge Road Enfield EN1 3FB	EGL361328
179.	Feltham	Airpark Way Feltham Middlesex TW13 7LX	AGL57205
180.	Fishponds	663 Fishponds Road Fishponds Bristol BS16 3BQ	AV249419
181.	Harborne	High Street Harborne Birmingham B17 9PU	WK163915
182.	Knowle	Unit 32 Lower Ground Floor Broadwalk Shopping Centre Wells Road Knowle Bristol	AV249955
183.	Leeds	Stonebridge Mills Stonebridge Lane Leeds LS12 4QM	WYK587221
184.	Luton	The New Galaxy Bridge Road Luton LU1 2NB	BD209592

Number	Location	Address	Title No.
185.	Miles Platting	Oldham Road Miles Platting Manchester M40 8RR	GM535495 (FH) GM471190 (LH)
186.	Nuneaton	Abbey Street Nuneaton Warwickshire CV11 5BP	WK284656
187.	Peterborough	Westfield Road Peterborough PE3 9TA	Not yet registered
188.	Rotherham	Corporation Street Rotherham South Yorkshire S60 1NG	SYK270920
189.	Surrey Quays	The Mast Leisure Centre Complex Redriff Road Surrey Quays London SE16 1LW	TGL148406
190.	Tamworth	Crystal House Tamworth	
191.	Tamworth	The Embassy Complex Spinning School Lane Tamworth B79 7BD	Not yet registered
192.	Teesside	Aintree Oval Road Teesside Leisure Park Stockton-on-Tees TS17 7BU	CE138665
193.	Wakefield	Westgate Retail & Leisure Park Collins Way Wakefield West Yorkshire WF2 9SE	WYK592027 but title closed

Number	Location	Address	Title No.
194.	Wallsend	Middle Engine Lane Wallsend NE28 9NT	TY313264
195.	Waltham Cross	88/102 High Street Waltham Cross Herts EN8 7BZ	HD133
196.	Wednesbury	St James Bridge Park Lane Wednesbury WS10 9SB	WM639746

Part E

Gala Group 2001 Limited Properties

Freehold

Number	Location	Address	Title No.
197.	Aberdeen	Aberdeen Casino 59 Summer Street Aberdeen	Registered GRS (Aberdeen) 9.5.1994
198.	Edinburgh	Maybury Casino Edinburgh	N/A
199.	Glasgow	Glasgow Casino Club 528 Sauchieshall Street Glasgow	GLA106258
200.	Glasgow	Glasgow Casino Club 95 Hope Street 12 Waterloo Lane and 24 Waterloo Lane Glasgow	GLA106407
201.	Kingston upon Hull	Casino Club 48 and 50 George Street and 15 Dock Street (1) and 16 Dock Street (2) Kingston upon Hull	HS233771(1) HS233763(2)
202.	London	Maxims 1A Kensington Gate	LN3490
203.	London	71 Queensway London W2	275931
204.	London	Golden Horseshoe	NGL72872
205.	Northampton	Northampton Regent, land and buildings on the north side of Regent Street Northampton	NN44035

Number	Location	Address	Title No.
206.	Stockport	Stockport Casino, land and buildings on the Northwest side of Wellington Street Stockport	GM460609
207.	Sunderland	Sunderland Casino 1 and 1a North Bridge Street Monkwearmouth	TY316249
208.	Wolverhampton	Casino Club 21 Thornley Street Wolverhampton	WM271335

Leasehold

Number	Location	Address	Title No.
209.	Birmingham	Regency, Birmingham	WM687733
210.	Birmingham	Regency, Birmingham	WM688876
211.	Birmingham	Regency, Birmingham	WM682343
212.	Birmingham	Regency, Birmingham	WM684893
213.	Bristol	Regency, Bristol	Unregistered
214.	Cardiff	Part of Park Chambers Park Place Cardiff	WA429070
215.	Glasgow	Rotunda Casino 28 Tunnel Street Glasgow	In the process of registration under title no. GLA143412
216.	Glasgow	Glasgow Casino Club	Unregistered
217.	Glasgow	Riverboat Casino, Glasgow	GLA115876
218.	Leeds	Leeds Westgate	WYK640429

Number	Location	Address	Title No.
219.	London	Part Ground and part basement floors Princess House 190/196 Piccadilly and 36/40 Jermyn Street London W1 and SW1	NGL770277
220.	London	Casino, St. Giles Hotel Bedford Avenue London WC1	NGL762106
221.	London	Barracuda (1) Basement Vaults 14 Portman Square London W1	(1) NGL735506
222.	London	(2) Ground floor and basement Fitzhardinge House 12/14 Portman Square London W1	(2) NGL726093
223.	London	Barracuda Unit 1D and part basement Fitzhardinge House 12/14 Portman Square London W1	Underlease dated 29.4.1993
224.	London	Maxims 1A Kensington Gate	NGL47478
225.	London	Russell Square	Unregistered
226.	London	Unit 10 The Melbourne Centre Bagleys Lane Fulham	NGL506798
227.	Nottingham	Casino Club 1-9 Bridlesmith Gate and 2-8 Bottle Lane Nottingham	NT236171

Number	Location	Address	Title No.
228.	Nottingham	Regency, Nottingham	NT259683
229.	Teeside	Teeside Casino	CE140369

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01598531

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIFTH SUPPLEMENTAL AND ACCESSION DEED DATED THE 21st DECEMBER 2000 AND CREATED BY BERGENIA LIMITED FOR SECURING ALL MONEYS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT) WHICH ARE AT THE DATE OF THE DEBENTURE OR THEREAFTER DUE OWING OR PAYABLE OR EXPRESSED TO BE DUE OWING OR PAYABLE TO ANY CREDITOR (AS DEFINED) FROM OR BY ANY OBLIGOR (AS DEFINED) UNDER OR IN CONNECTION WITH THE FACILITIES AGREEMENT, A HEDGING CONTRACT, THE DEPOSIT AGREEMENT AND CHARGE ON CASH DEPOSITS OR THE DEBENTURE AS SUCH DEEDS AND AGREEMENTS MAY BE AMENDED OR RESTATED IN THE FUTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JANUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JANUARY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

hcc