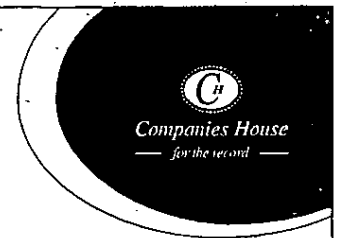


MG01s

Particulars of a charge created by a company registered in Scotland



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 charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland.
If this is the case, please use form MG01.

TUESDAY



SCT 07/06/2011 823
COMPANIES HOUSE

1 Company details		For official use	
Company number	S C 0 3 3 4 4 3	33	
Company name in full	Patmor Limited (the "Security Provider")		
		→ 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	d 2 7 m 0 5 y 2 0 y 1 1		
3 Description			
Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc.			
Description	Bond and Floating Charge (the "Charge")		
4 Amount secured			
Please give us details of the amount secured by the charge.			
Amount secured	Please see continuation page entitled "Amount Secured" Capitalised terms appearing in this Form MG01s and continuation pages and not defined shall have the meaning ascribed thereto under the heading "DEFINED TERMS" on the continuation page entitled "Short particulars of all the property charged"		
		Continuation page Please use a continuation page if you need to enter more details.	

MG01s

Particulars of a charge created by a company registered in Scotland

5	Mortgagee(s) or person(s) entitled to the charge	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	
Name	Barclays Bank PLC (registered number 01026167) for itself and as	
Address	security trustee and security agent for the Secured Parties ("the	
	Security Agent") 5 The North Colonnade, London	
Postcode	E 1 4 4 B B	
Name		
Address		
Postcode		

Continuation page

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

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	Please see the continuation page entitled "Short particulars of all the property charged"	

Continuation page

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

MG01s

Particulars of a charge created by a company registered in Scotland

7

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ●

(1) The Security Provider shall not create or permit to subsist any Security over any Charged Asset other than pursuant to a Permitted Debenture Transaction.

(2) Except as may be agreed by the Security Agent in advance, the floating charge created by the Security Provider under the Charge shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any fixed security which shall be created over the Charged Assets by the Security Provider after its execution of the Charge, other than a fixed security in favour of the Security Agent, and to any other floating charge which shall be created over the Charged Assets by the Security Provider after its execution of the Charge.

(3) If the Security Provider creates, incurs, assumes or permits to subsist any Security in breach of Clause 5 of the Charge, then the Charge shall rank in priority to any such Security.

● In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

MG01s

Particulars of a charge created by a company registered in Scotland

<p>8</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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:</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>				
<p>Commission allowance or discount</p>	<p>N/A</p>				
<p>9</p>	<p>Delivery of instrument</p> <p>A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.</p> <p>In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.</p>				
<p>10</p>	<p>Signature²</p> <p>Please sign the form here.</p> <table border="1"> <tr> <td data-bbox="106 1915 335 2042"> <p>Signature</p> </td> <td data-bbox="335 1915 1133 2042"> <p>Signature</p> <p>X <i>Alan Kuchan, MEMBER ON BEHALF of BRODIE LLP</i></p> </td> <td data-bbox="1133 1915 1460 2042"> <p>Signature</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p> </td> </tr> </table>		<p>Signature</p>	<p>Signature</p> <p>X <i>Alan Kuchan, MEMBER ON BEHALF of BRODIE LLP</i></p>	<p>Signature</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>
<p>Signature</p>	<p>Signature</p> <p>X <i>Alan Kuchan, MEMBER ON BEHALF of BRODIE LLP</i></p>	<p>Signature</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>			

MG01s

Particulars of a charge created by a company registered in Scotland



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 BNH/MXM/BAR11.83

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region

Postcode E H 3 8 H A

Country United Kingdom

DX DX ED10

Telephone 0131 228 3777



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 a certified copy of the deed (if any) 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 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 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 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

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4

Amount secured

Please give us details of the amount secured by the charge.

Amount secured

(1) The Security Provider, as primary obligor and not merely as guarantor, undertook to the Security Agent in the Charge to pay or discharge each of the Liabilities when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Agent.

(2) Each sum appropriated by the Security Agent in accordance with the Debt Documents in or towards payment of a particular part of the Liabilities shall to the extent of that appropriation discharge the Security Provider's obligations in respect of that part of the Liabilities to the relevant Secured Party to which the same is owed, and to the Security Agent.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
	Please give the short particulars of the property charged.
Short particulars	<p>1 Floating Charge</p> <p>(1) Subject to paragraph 2 below (Excluded Assets), the Security Provider as continuing security for the payment and discharge of all the Liabilities (whether of the Security Provider or any other Chargor or Obligor) granted in favour of the Security Agent (for itself and as trustee for the Secured Parties) a floating charge over the whole of the Charged Assets other than any Excluded Assets.</p> <p>(2) Qualifying Floating Charge:</p> <p>(a) The floating charge created by the Security Provider pursuant to Clause 3.1 of the Charge is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act;</p> <p>(b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Charge and the Security Agent may appoint an Administrator of the Security Provider pursuant to that paragraph.</p> <p>2 Excluded Assets</p> <p>(1) There shall be excluded from the floating charge created by Clause 3.1 of the Charge and from the operation of Clause 16 (Further Assurance) of the Charge any asset where:</p> <p>2.1.1 the Security Provider is prohibited, either absolutely or conditionally from creating a floating charge on or over such asset unless the consent of the relevant third party has been obtained, by reason of a written agreement with the relevant third party;</p> <p>2.1.2 if such asset is made subject to any floating charge constituted by the Charge, a third party to any relevant agreement would have the right to:</p> <p>2.1.2.1 terminate or otherwise amend any rights, benefits and/or obligations of the Security Provider under the relevant agreement in respect of that asset; or</p> <p>2.1.2.2 require the Security Provider to take any action materially adverse to the interests of the Group or any Obligor;</p> <p>2.1.3 such asset is situated outside Scotland and the granting of such floating charge would conflict with the fiduciary duties of any of the Security Provider'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 Security Provider's directors in each case under the laws of the jurisdiction of the relevant asset,</p>

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
	Please give the short particulars of the property charged.
Short particulars	<p>(each asset excluded under paragraph 2.1.1 to paragraph 2.1.3 above being a material asset an "Excluded Asset"), until such time as the relevant condition or waiver has been satisfied or obtained.</p> <p>(2) For each Excluded Asset which is material either to the Security Provider or the Group as a whole (as relevant), the Security Provider shall apply for the relevant consent or waiver (including, for the avoidance of doubt, a waiver of any condition listed in paragraphs 2.1.1 and 2.1.2 above) within 14 days of:</p> <p>2.2.1 the date of the Charge in respect of each Excluded Asset owned or otherwise held by the Security Provider at the date of the Charge; or</p> <p>2.2.2 in respect of each Excluded Asset acquired by the Security Provider after the date of the Charge, the date the Security Agent notifies the Security Provider that it requires Security to be granted over such Excluded Asset,</p> <p>and the Security Provider 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>(3) Upon receipt of the relevant waiver or consent, it is the intention of the parties to the Charge that the relevant asset (formerly an Excluded Asset) shall stand charged to the Security Agent under Clause 3 (Floating Charge) of the Charge. If required by the Security Agent at any time following receipt of that waiver or consent, the Security Provider will promptly (and in any event within 14 days of request) execute a valid fixed charge, floating charge, assignation or assignment in such form as the Security Agent shall reasonably require, but on terms no more onerous to the Security Provider than are set out in the Charge, and in accordance with the Agreed Security Principles.</p> <p>(4) The Security Provider undertakes to use its reasonable endeavours to obtain the relevant 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.</p> <p>(5) The Security Provider will use all reasonable endeavours to ensure that agreements entered into after the date of the Charge will not include a provision which prohibits the Security Provider (absolutely or conditionally) from creating Security over its assets.</p>

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>DEFINED TERMS</p> <p>In this form MG01s and continuation pages the following terms shall have the following meanings:</p> <p>"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act;</p> <p>"Agreed Security Principles" means the principles set out in Schedule 11 (Agreed Security Principles) of the Senior Facilities Agreement;</p> <p>"Arrangers" has the meaning ascribed thereto in the Intercreditor Agreement;</p> <p>"Charged Assets" means the whole of the property and assets (including uncalled capital) which is or may be from time to time while the Charge is in force comprised in the property and undertaking of the Security Provider;</p> <p>"Chargor" has the meaning given to it in the Security Agreement;</p> <p>"Company" means Gala Group Finance Limited, a company incorporated in England and Wales with registered number 4639243;</p> <p>"Debt Documents" means each of the Intercreditor Agreement, the Senior Finance Documents, the Senior Secured Notes Finance Documents and the Hedging Agreements;</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;</p> <p>"Excluded Assets" has the meaning given to that term in Clause 4 (Excluded Assets) of the Charge;</p> <p>"Group" means "Holdco Group" as such term is defined in the Intercreditor Agreement;</p> <p>"Hedge Counterparty" has the meaning given to it in the Intercreditor Agreement;</p> <p>"Hedging Agreement" means any agreement entered into by a Hedge Counterparty and defined as such in the Senior Facilities Agreement;</p> <p>"Insolvency Act" means the Insolvency Act 1986;</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated on or about 24 May 2011 between, among others, Gala Electric Casinos Limited (now Gala Electric Casinos Plc) (registered number 04639011), the Debtors, the Senior Lenders, the Hedge Counterparties (each as defined in the Intercreditor Agreement) and Barclays Bank PLC as senior agent and security agent;</p> <p>"Lender" has the meaning given to that term in the Senior Facilities Agreement;</p>	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Security Provider, 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;

"Obligor" has the meaning given to that term in the Senior Facilities Agreement;

"Permitted Debenture Transaction" means any transaction, arrangement, agreement, investment, security, disposal, acquisition or payment not restricted by any of the Debt Documents;

"Receiver" means any receiver or administrative receiver appointed in respect of the Charged Assets (whether pursuant to the Charge, pursuant to any statute, by a court or otherwise) and whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

"Secured Party" means the Security Agent, the Senior Agent, any Receiver or Delegate, (including, for the avoidance of doubt, the Senior Secured Notes Representative 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;

"Security Agreement" means the fixed and floating security document entered into between, among others, Gala Electric Casinos Plc (04639011) and Barclays Bank PLC as Security Agent therein mentioned and dated on or about the date of the Charge;

"Senior Agent" means the "Facility Agent" under and as defined in the Senior Facilities Agreement;

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties and (in its capacity as a creditor of the Parallel Debt corresponding to the Liabilities under the Senior Finance Documents) the Security Agent;

"Senior Facilities Agreement" means the senior facilities agreement dated on or about 24 May 2011, between, amongst others, (1) Gala Electric Casinos Limited (now Gala Electric Casinos Plc) (registered number 04639011) as the parent, (2) Barclays Capital, Credit Suisse AG, London Branch, Goldman Sachs International, Morgan Stanley Bank International Limited, Deutsche Bank AG, London Branch and HSBC Bank plc as 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;

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>"Senior Finance Document" means the Senior Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, the Syndication Side Letter, any Transaction Security Document, any Utilisation Request, the Uncommitted VAT Refund Facility Documents, any Year-7 Revolving Facility Commitment Notice and any other document designated as a "Senior Finance Document" by the Parent and the Facility Agent provided that where the term "Senior Finance Document" is used in, and construed for the purposes of, this agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Senior Finance Document only for the purposes of:</p> <ul style="list-style-type: none"> (a) the definition of "Confidential Information" and "Material Adverse Effect"; (b) paragraph (a) of the definition of "Permitted Transaction"; (c) the definition of "Transaction Document"; (d) the definition of "Transaction Security Document"; (e) paragraph (a) (xii) of Clause 1.2 (Construction); (f) Clause 2.4 (Senior Finance Parties Rights and Obligations); (g) Clause 2.5 (Obligors' Agent); (h) Clause 20(Other, Indemnities); (i) Clause 23 (Guarantee and Indemnity); (j) Clause 28 (Events of Default); and (k) Clause 31.5 (Resignation of a Guarantor). <p>Each of the above terms and clause references are as defined in, and a reference to a clause in, the Senior Facilities Agreement;</p> <p>"Senior Lenders" means each Original Signing Lender and each other "Lender" as defined in the Senior Facilities Agreement, each Issuing Bank and each Ancillary Lender;</p> <p>"Senior Secured Creditors" means the Senior Creditors and the Senior Secured Notes Creditors;</p> <p>"Senior Secured Notes" means high yield notes, exchange notes, securities or other debt instruments issued or to be issued by the Company that comply with Clause 11 (Additional Liabilities and Refinancing) of the Intercreditor Agreement;</p>	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
	Please give the short particulars of the property charged.
Short particulars	<p>"Senior Secured Notes Creditors" means (from the first Senior Secured Notes Issue Date until the Senior Secured Notes Discharge Date applicable to any Senior Secured Notes Indenture) the Senior Secured Noteholders each Senior Secured Notes Representative and (in its capacity as creditor of the Parallel Debt corresponding to the Senior Secured Notes Liabilities) the Security Agent;</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 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 Group);</p> <p>"Senior Secured Notes Representative" means, on and from the first Senior Secured Notes Issue Date, each Senior Secured Notes Trustee in respect of any Senior Secured Notes that are outstanding;</p> <p>Capitalised terms appearing in this Form MG01s and continuation pages and not defined shall have the meaning ascribed thereto in the Intercreditor Agreement or the Senior Facilities Agreement (as applicable).</p>



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 33443

CHARGE NO. 33

I HEREBY CERTIFY THAT A CHARGE CREATED BY PATMOR
LIMITED

ON 27 MAY 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BARCLAYS BANK PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 7 JUNE 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 8 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES