

M

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

16 3485 113

395

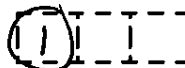
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



01220849

01595

Name of company

* Littlewoods Game On Limited

Date of creation of the charge

23 September 2008

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

Composite Debenture

Amount secured by the mortgage or charge

Please see Rider A attached.

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

Bank of Scotland plc (Registered Number SC327000), The Mound, Edinburgh as agent and trustee
for itself and each of the Secured Parties (as defined in Rider A) on the terms and
conditions set out in the Security Trust Deed (as defined in Rider A)

Postcode EH1 1YZ

Presentor's name address and
reference (if any)

Dickson Minto W S

16 Charlotte Square

Edinburgh

EH2 4DF

B027/391/06 (JAH/ROM)

B027 391 06 LGOL(CD) (JAH) xfd

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



A4W8I3QT

A09

06/10/2008

156

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Rider B attached

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed Dickson Nwinto

Date 3 October 2008

On behalf of XXXXXXXX (mortgagee/chargee) †

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

LITTLEWOODS GAME ON LIMITED

(Registered Number 01220849)

RIDER A - FORM 395 - (COMPOSITE DEBENTURE)

Amount secured by the mortgage or charge

1 All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Chargor or each other Obligor to the Security Trustee and the other Secured Parties (or any of them) under the Finance Documents together with:

- (i) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;
- (ii) any further advances and additional facilities which may be made by any Secured Party to the Chargor or any other Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith,
- (iii) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents;
- (iv) any claim against the Chargor or any other Obligor flowing from the recovery by the Chargor or any other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise,
- (v) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and
- (vi) all costs, charges and expenses incurred by the Security Trustee or any other Secured Party in connection with the protection, preservation or enforcement of its rights against the Chargor or any other Obligor,

but excluding any obligations and liabilities which would result in the Debenture constituting unlawful financial assistance within the meaning of Section 151 of the Companies Act 1985

Where

"Agent"

means the Agent as defined in the Senior Facilities Agreement,

"Ancillary Lender"

means the Ancillary Lender as defined in the Senior Facilities Agreement,

to

"Chargor"	means Littlewoods Game On Limited (registered number 1220849) having its registered office at Walton House, 55 Charnock Road, Liverpool, L67 1AA,
"Finance Documents"	means the Finance Documents as defined in the Senior Facilities Agreement,
"Hedge Counterparties"	means the Hedge Counterparties as defined in the Senior Facilities Agreement and "Hedge Counterparty" means any one of the foregoing,
"Lenders"	means the Lenders as defined in the Senior Facilities Agreement and "Lender" means any one of the foregoing,
"Obligor"	means a Borrower or a Guarantor,
"Parent"	means Sportech plc (company number SC069140),
"Secured Parties"	means the Finance Parties as defined in the Senior Facilities Agreement or any of them as the context requires and "Secured Party" shall be construed accordingly;
"Security Trust Deed"	means the security trust deed dated 3 December 2007 and made between the Parent, certain other Obligors, the Security Trustee, the Agent, Bank of Scotland plc as senior arranger, the Lenders, the Ancillary Lender, the Hedge Counterparties and certain others as acceded to by the Chargor and certain others by way of an accession deed dated on or about the date thereof,
"Security Trustee"	means Bank of Scotland plc, a company incorporated in Scotland with registered number SC327000 and having its registered office at The Mound, Edinburgh EH1 1YZ as agent and trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Security Trust Deed (which expression shall include each person appointed as the Security Trustee at the date of the Debenture or any additional security trustee appointed for the purpose of, and in accordance



with, the Security Trust Deed), and

"Senior Facilities Agreement"

means the senior facilities agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated 7 November 2007 between, inter alia, the Parent, Bank of Scotland plc (as Agent, Mandated Lead Arranger, Issuing Bank, Lender and Security Trustee) and the Lenders to make available to the Borrowers certain credit facilities

Words and expressions defined in the Senior Facilities Agreement or whose definitions are imported into the Senior Facilities Agreement shall bear the same meaning in the Debenture (including, without limitation, the recitals and schedules thereto) unless otherwise defined therein or unless the context otherwise requires

BM

LITTLEWOODS GAME ON LIMITED

(Registered Number 01220849)

RIDER B - FORM 395 - (COMPOSITE DEBENTURE)

Short particulars of all the property mortgaged or charged

1. The Chargor in terms of the Debenture charged with full title guarantee with the payment and discharge to the Security Trustee (as agent and trustee for the Secured Parties) of all the Secured Liabilities.
 - (i) by way of first fixed charge all its estates and interests in any freehold or leasehold property at the date of the Debenture or at any time thereafter belonging to it together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
 - (ii) by way of first fixed charge all its plant, machinery, vehicles and other equipment at the date of the Debenture or at any time thereafter owned by it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment,
 - (iii) by way of first fixed charge all its Investment Interests,
 - (iv) (to the extent capable of being charged), by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information now or at any time belonging to it,
 - (v) by way of first fixed charge its goodwill and uncalled capital both present and future,
 - (vi) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future;
 - (vii) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with the Security Trustee or any other Secured Party or with other banks, lenders, financial institutions or similar third parties and the debt or debts represented thereby, other than, (i) any such balances to the extent effectively assigned to the Security Trustee under the Debenture and (ii) any balances standing to the credit of the Trust Accounts,
 - (viii) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance (save in respect of employer's or public

DM

liability) which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Security Trustee under the Debenture,

- (ix) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than (i) any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Security Trustee under the Debenture and (ii) any balances standing to the credit of the Trust Accounts

- 2 The Chargor assigns in terms of the Debenture with full title guarantee absolutely to the Security Trustee (as agent and trustee for the Secured Parties) as security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to

- (i) the Insurance Policies, and

- (ii) the Specified Accounts

To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all proceeds received by the Chargor under the Acquisition Documents, the Insurance Policies, the Specified Accounts (as the case may be) as security for the Secured Liabilities

- 3 The security constituted by or pursuant to the Debenture and any Supplemental Mortgage shall be in addition to and shall be independent of every mortgage, charge, pledge, guarantee or other security which the Security Trustee or any other Secured Party may at any time hold in respect of any of the Secured Liabilities and it was declared that no prior security held by the Security Trustee or any other Secured Party over the Charged Property or any part thereof shall merge in the security constituted by the Debenture or any Supplemental Mortgage

- 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Debenture

- 5 The floating charge created by the Debenture shall be deferred in point of priority to all fixed security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties

- 6 The Chargor covenants that (without the prior consent of the Security Trustee) it shall not

- (i) create (or permit to subsist) any Security over all or any part of its present or future revenues or assets, except for any Permitted Security or Permitted Transaction; or

- (ii) sell, lease, transfer or otherwise dispose of (by one or more transactions or series of transactions whether related or not) the whole or any part of its revenues or assets, except as permitted under the Senior Facilities Agreement

7 A Secured Party may set-off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

Where

"Charged Property" means the property, assets or income of the Chargor mortgaged, charged or assigned to the Security Trustee by or pursuant to the Debenture,

"Insurance Policies" means the insurance policies in which the Chargor may have an interest (other than insurance in respect of employer's or public liability),

"Investment Interests" means all shares and stock in the capital of any company, debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments owned after the date of the Debenture by the Chargor or held for or on behalf of the Chargor in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto,

"Permitted Security" means the Permitted Security as defined in the Senior Facilities Agreement,

"Permitted Transaction" means the Permitted Transaction as defined in the Senior Facilities Agreement,

"Security" means the Security as defined in the Senior Facilities Agreement,

"Secured Liabilities" means the amount secured by the Debenture more particularly described in Rider A above,

"Specified Accounts" means the Holding Account and the Mandatory Prepayment Account (and any renewal (or redesignation thereof) and any other current, deposit or other account with any bank, lender, financial institution or similar third party that may at any time be designated in writing as a Specified Account by the Security Trustee and the Chargor in

whose name the relevant account is maintained, and

"Supplemental Mortgage"

means a legal mortgage or charge (in a form required by the Security Trustee) in respect of any Excluded Property or any other freehold or leasehold property at any time belonging to the Chargor together with all present and future buildings and fixtures (including trade fixtures) and fixed plant machinery from time to time thereon and therein entered into pursuant to the provisions of Clauses 5 10 (Exclusion of leasehold properties) or Clause 19 (Further Assurance) of the Debenture.

Terms defined in Rider A above shall have the same meaning in this Rider B

Words and expressions defined in the Senior Facilities Agreement or whose definitions are imported into the Senior Facilities Agreement shall bear the same meaning in the Debenture (including, without limitation, the recitals and schedules thereto) unless otherwise defined therein or unless the context otherwise requires

DM



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1220849
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
23 SEPTEMBER 2008 AND CREATED BY LITTLEWOODS GAME
ON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY OR EACH OTHER OBLIGOR TO
BANK OF SCOTLAND PLC AND THE OTHER SECURED PARTIES
(OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 6 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 OCTOBER 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES