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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

[314]

1434201

Name of company

* Gamestec Leisure Limited (the "Charging Company")

Date of creation of the charge

20 August 2009

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

Bank account charge and receivables assignment dated 20 August 2009 (the
"Charge and Assignment") between, amongst others, the Charging Company and
Credit Suisse, London Branch as security trustee for itself and the other
Secured Parties (as defined herein) (the "Security Trustee")

Amount secured by the mortgage or charge

Please see part 2 of the attached continuation sheets.

Please see part 1 of the attached continuation sheets for definitions.

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

Credit Suisse, London Branch
1 Cabot Place
London

(The
Security Trustee)

Postcode E14 4QJ

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

Shearman & Sterling LLP
Broadgate West
9 Appold Street
London
EC2A 2AP

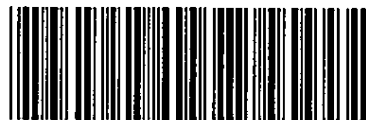
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LD5

L1ZJACLB

21/08/2009

228

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see part 3 of the attached continuation sheets.

Please see part 1 of the attached continuation sheets for definitions.

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed Sharna x Stoly (hand) Date 21 August 2009

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)*

Notes

† delete as
appropriate

- 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

Continuation Sheets to Form 395

PART 1

Definitions

In this form 395, so far as the context admits, the following expressions have the following meanings:-

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:**

In this Form 395:

"**Account Bank**" means any financial institution with which a Charged Account is held;

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

"**Bank Balances**" means the amounts now or subsequently standing to the credit of each Charged Account and the debts represented thereby;

"**Charged Accounts**" means the accounts listed in Schedule 2 (*Details of Charged Accounts*) of the Charge and Assignment as from time to time re-designated or re-numbered;

"**Charged Assets**" means the assets from time to time which are the subject of any Security created or purported to be created by or pursuant to the Charge and Assignment and, where the context permits, the proceeds of sale of such assets;

"**Charges**" means Security from time to time created or expressed to be created by or pursuant to the Charge and Assignment;

"**Declared Default**" means the giving of notice following an Event of Default (under and as defined in the Senior Facilities Agreement) pursuant to clause 26.20 (*Acceleration*) of the Senior Facilities Agreement and/or the giving of notice following an Event of Default (under and as defined in the Senior Preferred Facility Agreement) pursuant to clause 22.20 (*Acceleration*) of the Senior Preferred Facility Agreement;

"**Effective Date**" has the meaning given to that term in the Senior Facilities Agreement;

"**Finance Documents**" has the meaning given to that term in the Senior Facilities Agreement and the Senior Preferred Facility Agreement;

"**Finance Parties**" has the meaning given to that term in the Senior Facilities Agreement and the Senior Preferred Facility Agreement;

"**Intercreditor Deed**" means the intercreditor deed dated 22 May 2002 (as supplemented by a supplemental deed dated 30 October 2003 and a second supplemental deed dated 24 December 2004, as amended and restated on the Effective Date and as further amended and restated on the Second Effective Date) and made between, among others, Danoptra Limited as the Company and Credit Suisse, London Branch as Security Trustee;

"**Obligor**" has the meaning given to that term in the Senior Facilities Agreement and the Senior Preferred Facility Agreement;

"**Receivables**" any and all book and other debts and monetary claims now or subsequently due or owing to the Charging Company and any proceeds of such debts and claims (including any claims or

sums of money deriving from or in relation to any court order or judgement or any contract or agreement to which the Charging Company is a party) but excluding any Receivables due or owing to the Charging Company by another member of the Group;

"Receiver" means a receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Trustee pursuant to the Charge and Assignment or otherwise;

"Second Amendment Agreement" means the amendment agreement to the Senior Facilities Agreement and the Intercreditor Deed dated 20 August 2009 between, among others, Danoptra Limited and the Security Trustee;

"Second Effective Date" has the meaning given to that term in the Second Amendment Agreement;

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

"Senior Facilities Agreement" means the senior facilities agreement dated 22 May 2002 as amended and restated on 30 October 2003 and 6 February 2004, as amended and restated pursuant to an amendment agreement dated 24 December 2004, as amended pursuant to an amendment agreement dated 28 November 2007, as amended and restated on the Effective Date and as further amended and restated on the Second Effective Date in the form set out in Schedule 2 (*Amended and Restated Senior Facilities Agreement*) of the Second Amendment Agreement;

"Senior Preferred Facility Agreement" means the senior facilities agreement dated 22 May 2002 as amended and restated on 30 October 2003 and 6 February 2004, as amended and restated pursuant to an amendment agreement dated 24 December 2004, as amended pursuant to an amendment agreement dated 28 November 2007 and as amended and restated on the Effective Date; and

"Transaction Security Documents" has the meaning given to that term in the Senior Facilities Agreement.

Note:

Save where a contrary intention appears in these Continuation Sheets:

- (1) a reference to a party or person is, where relevant, a reference to or to include, as appropriate, its successor, permitted assignees or transferees;
- (2) a reference to any agreement, deed or instrument is a reference to that agreement, deed or instrument as it may from time to time be amended, varied, supplemented, restated or novated; and
- (3) words importing the plural shall include the singular and vice versa.

PART 2

Amount Secured by the Mortgage or Charge

All present and future obligations and other liabilities of any nature of each Obligor due, owing or incurred under or in connection with the Finance Documents (or any of them) to the Security Trustee and/or the Finance Parties and/or any Receiver (including, without limitation, under any amendments, novations, supplements, extensions (whether of maturity or otherwise), replacements and/or restatements (however fundamental and of whatsoever nature and whether or not more onerous) of any of the Finance Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder), and whether indebtedness or liabilities originally owed to all or any of the Finance Parties and/or any Receiver or any other person or persons actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon, after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Obligor pursuant to the terms of the Finance Documents) incurred in connection therewith (the "**Secured Liabilities**").

PART 3

Short Particulars of all property mortgaged or charged

1. Pursuant to Clause 3.1 (*Creation of Charges*) of the Charge and Assignment, all Charges under the Charge and Assignment are:
 - (a) made in favour of the Security Trustee (for the benefit of itself and the other Finance Parties);
 - (b) made with full title guarantee; and
 - (c) security for the payment of all Secured Liabilities.
2. Pursuant to Clause 3.2 (*Charged Accounts*) of the Charge and Assignment, the Charging Company as Security for the payment and discharge of all Secured Liabilities, charged with full title guarantee in favour of the Security Trustee (for the benefit of itself and the other Finance Parties) by way of first fixed charge the Charged Accounts and the Bank Balances.
3. Pursuant to Clause 3.3 (*Receivables*) of the Charge and Assignment, the Charging Company assigned absolutely (subject to the right to reassignment on redemption pursuant to Clause 14.6 (*Redemption*) of the Charge and Assignment) to the Security Trustee all rights and interest present or future of the Charging Company in respect of the Receivables together with the benefit of all its rights, claims and remedies in respect of such Receivables.
4. Pursuant to Clause 4.1 (*Negative pledge and disposals*) of the Charge and Assignment, except with the prior written consent of the Security Trustee, the Charging Company shall not:
 - (a) create or permit to be outstanding any Security over any Charged Assets save for any Security constituted by the Transaction Security Documents; or
 - (b) unless required to do so by law sell, transfer, assign, factor, discount, lease, hire out, grant, lend or otherwise dispose of or deal with any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted pursuant to the terms of the Charge and Assignment.
5. Pursuant to Clause 4.2 (*Charged Accounts*) of the Charge and Assignment:
 - (c) the Charging Company shall:
 - (i) promptly deliver to the Security Trustee a duly completed notice and acknowledgement in respect of each Charged Account in the form set out in Part 1 of Schedule 3 (*Form of Notice to Account Bank*) of the Charge and Assignment or in such other form as the Security Trustee may approve, acting reasonably; and
 - (ii) procure the prompt delivery to the Security Trustee of a duly completed acknowledgement in respect of such Charged Account in the form set out in Part 2 of Schedule 3 (*Form of Acknowledgement of Notice to Account Bank*) of the Charge and Assignment or in such other form as the Security Trustee may approve, acting reasonable.
 - (d) The Charging Company shall not, without the prior written consent of the Security Trustee, permit or agree to any variation of the rights attached to the Charged Accounts.
 - (e) The Charging Company shall at all times maintain and at no time close or give any grounds for the closure of the Charged Accounts and shall comply with the bank mandates in respect of the Charged Accounts (copies of which shall be delivered to the Security Trustee promptly upon request).

- (f) The Charging Company may not withdraw or otherwise transfer any credit balance from time to time on the Charged Accounts without the prior written consent of the Security Trustee.
 - (g) The Charging Company shall direct the relevant Account Bank to transfer any credit balances from time to time on the Charged Accounts to the Agent or as directed by the Agent for the purpose of clause 9.3 (*Repayment of Revolving Facility B Loans*) of the Senior Facilities Agreement.
 - (h) Following a Declared Default, the Security Trustee (or its Receiver) may (subject to the payment of any claims with priority to the Charges) withdraw amounts standing to the credit of the Charged Accounts to meet any amount due and payable under the Finance Documents to the Finance Parties when it is due and payable but unpaid or when the Finance Parties are entitled to exercise set-off rights against the relevant amounts under the terms of the Senior Facilities Agreement, the Senior Preferred Facility Agreement and/or the Intercreditor Deed.
5. Pursuant to Clause 4.3 (*Receivables*) of the Charge and Assignment, the Charging Company shall:
- (i) perform all its obligations in respect of the Receivables;
 - (j) procure that any account bank that receives a payment for any Receivable into any account other than a Charged Account transfers any such payment to a Charged Account promptly on receipt;
 - (k) with effect from the date which is 28 days after the date of the Charge and Assignment (or such earlier date as it may achieve using reasonable endeavours as described below), ensure that all invoices issued in respect of all Receivables include a direction to the debtors of such Receivables to make all payments in respect of such Receivable into a Charged Account and shall use all reasonable endeavours to achieve this prior to that date; and
 - (l) direct any debtor of any Receivable coming into existence after the date of the Charge and Assignment to make all payments in respect of such Receivable into the Charged Accounts.
6. Pursuant to Clause 4.4 (*Turnover*) of the Charge and Assignment, if the Charging Company receives or recovers a payment or distribution of any kind whatsoever in respect of or on account of any Receivables other than in a Charged Account, the Charging Company will promptly pay such amount received to a Charged Account and, pending that payment, will hold such amount on trust for the Security Trustee.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1434201
CHARGE NO. 34**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BANK ACCOUNT CHARGE AND
RECEIVABLES ASSIGNMENT DATED 20 AUGUST 2009 AND
CREATED BY GAMESTEC LEISURE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO CREDIT SUISSE, LONDON BRANCH (THE SECURITY
TRUSTEE) AND/OR THE FINANCE PARTIES AND/OR ANY
RECEIVER 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
21 AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 AUGUST 2009

