

M

COMPANIES FORM No. 395

014066/130

395

Particulars of a mortgage or charge

CHFP021

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

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

12

02067231

Name of company

* **LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED (the
"Company")**

* insert full name
of Company

Date of creation of the charge

01/02/2005

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

**Debenture made between the Company and others and the Security Agent (as
defined below) (the "Debenture")**

Amount secured by the mortgage or charge

See Appendix 1 attached**For definitions in this Companies Form No. 395 see Appendix 2 attached**

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

**GE CAPITAL STRUCTURED FINANCE GROUP LIMITED of 30 Berkeley Square, London,
as agent and trustee for itself and each of the Secured Parties (as defined in
Appendix 2 attached) (the "Security Agent")**

Postcode

W1J 6EW

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

Latham & Watkins
99 Bishopsgate
London EC2M 3XF
Ref: 028818-0026/ATCM

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0296
11/02/05

Time critical reference

See Appendix 3 attached

Please do not
write in
this margin

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

0
+
95

Particulars as to commission allowance or discount (note 3)

None

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

Signed Latham & Watkins

Date 11 February 2005

On behalf of the company [mortgagee/chargee]=

=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 CF14 3UZ

Amount secured by the mortgage or charge (continued)

APPENDIX 1 TO COMPANIES FORM NO. 395

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Amount secured by the mortgage or charge:

The "**Secured Obligations**" meaning:

all money, obligations or liabilities due, owing or incurred to any Secured Party by the Company or any other Obligor under any Transaction Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest occurring thereon and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of any of sections 151 to 158 (inclusive) Companies Act 1985 (and for this purpose, "losses" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities.

Definitions

APPENDIX 2 TO COMPANIES FORM NO. 395

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Definitions:

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and the following words shall have the following meanings:

"Accounts" means:

- (a) the Accounts identified in Schedule 4 of the Debenture (as described in Appendix 6 hereto) and any renewal or redesignation thereof; and
- (b) any other Account opened and maintained by the Company now or in the future with any bank or other financial institution;

"Additional Borrower" means any member of the Group which becomes a Borrower in accordance with Clause 31 of the Senior Facilities Agreement;

"Additional Guarantor" means any member of the Group which becomes a Guarantor in accordance with Clause 31 of the Senior Facilities Agreement;

"Ancillary Lender" shall have the meaning set forth in the Senior Facilities Agreement;

"Borrower" means an Original Borrower or an Additional Borrower, in each case unless it has ceased to be a Borrower in accordance with Clause 31 of the Senior Facilities Agreement;

"Chargors" means the Principal Borrower and each of the companies whose names, registered numbers and registered offices are set out in Schedule 1 of the Debenture, including the Company (each a **"Chargor"**);

"Collateral" means in relation to the Company, all Property, Equipment, Inventory, Investments, Intellectual Property, Receivables, Accounts, Policies, and/or other assets and undertakings of the Company mortgaged, charged or assigned under the Debenture and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of the Security;

"Control", in relation to a body corporate, means the right, by virtue of holding shares in that body corporate or any contract or other arrangement with any holder of shares in that body corporate, to exercise or control the exercise of more than 50 per cent. of the total voting rights conferred upon the holders of the entire issued share capital for the time being of that body corporate and **"Controlled"** shall be construed accordingly;

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"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"Deposit" means all sums from time to time standing to credit of an Account including all interest credited to such Account, and the Company's right, title and interest in and to the indebtedness represented by such sums;

"Equipment" means in relation to the Company, all of its now owned and hereafter acquired machinery and equipment including processing equipment, conveyers, machine tools, data processing and computer equipment, including embedded software, and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, material, handling equipment, tools, attachments, accessories, automotive and office equipment, trailers, trucks, forklifts, mould, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property (which, for the avoidance of doubt, includes a tenant's fixtures and fittings), furnishings, furniture and other tangible personal property (except Inventory), together with all additions and accessories thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto, in the case of all of the foregoing, wherever they may be located;

"Finance Documents" shall have the meaning set forth in the Senior Facilities Agreement;

"Finance Party" means GE Capital Structured Finance Group Limited in its capacity as agent of the other Finance Parties (the **"Agent"**), any Mandated Lead Arranger, the Security Agent, any Lender, the Issuing Bank, any Hedge Counterparty or any Ancillary Lender and **"Finance Parties"** means all of them together;

"Group" means the Parent and each of its Subsidiaries from time to time;

"Guarantor" means an Original Guarantor or an Additional Guarantor, in each case unless it has ceased to be a Guarantor in accordance with Clause 31 of the Senior Facilities Agreement;

"Hedge Counterparty" shall have the meaning set forth in the Senior Facilities Agreement;

"Intellectual Property" means in relation to the Company:

- (a) all of the intellectual property set out in Schedule 3 of the Debenture (as described in Appendix 5 hereto); and

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- (b) all patents, utility models, trade marks, rights (registered or unregistered) in any designs, copyright, database rights, topography rights, plant breeders' rights, rights protecting goodwill and reputation, applications for any of the foregoing, and all rights and forms of protection of a similar nature or having equivalent effect to any of the foregoing anywhere in the world, that are owned by or licensed to the Company (or any nominee of the Company) whether now or at any time in the future; and
- (c) all confidential information and knowledge (including know how, inventions, secret formulae and processes, market information, and lists of suppliers and customers) that is in the possession or control of the Company (or any nominee of the Company) whether now or at any time in the future;

"Inventory" means in relation to the Company, all of its now owned and hereafter acquired inventory, goods and merchandise, wherever located, to be supplied under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its businesses or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them;

"Investments" means the Securities and the Related Rights relating to such Securities;

"Issuing Bank" means the Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the **"Issuing Bank"**) provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the **"Issuing Bank"** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit;

"Lender" means any of the financial institutions listed as lenders in Part II and Part III of Schedule 1 of the Senior Facilities Agreement and any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 30 of the Senior Facilities Agreement which in each case has not ceased to be a Party in accordance with the terms therein;

"Letter of Credit" shall have the meaning set forth in the Senior Facilities Agreement;

"Licences" means in relation to the Company, all licences, consents and authorisations (statutory or otherwise) now or in the future held or acquired by the Company, or held by a

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nominee of the Company, in connection with any business carried on by it or the use of any of the Collateral including, without limitation, the Licences specified in Schedule 2 of the Debenture (as described in Appendix 4 hereto);

"Mandated Lead Arrangers" means Merrill Lynch International, the Security Agent and NIB Capital Bank N.V. as mandated lead arrangers;

"Mezzanine Finance Documents" shall have the meaning set forth in the Senior Facilities Agreement;

"Mezzanine Finance Party" shall have the meaning set forth in the Mezzanine Finance Documents;

"Obligor" means a Borrower or a Guarantor;

"Original Borrowers" means the Parent and each of the Subsidiaries of the Parent listed as original borrowers in Part I of Schedule 1 of the Senior Facilities Agreement;

"Original Guarantors" means the Parent and each of the Subsidiaries of the Parent listed as original guarantors in Part I of Schedule 1 of the Senior Facilities Agreement, including the Company;

"Parent" means the Principal Borrower;

"Party" means a party to the Senior Facilities Agreement and, unless a contrary intention appears, references to a Party include its successor in title and permitted assignees and transferees;

"Policies" means in relation to the Company, the policies of insurance in which the Company is interested details of which are specified in Schedule 5 of the Debenture (as described in Appendix 7 hereto) and any other contracts and policies of insurance in which it may now or hereafter have an interest;

"Property" means in relation to the Company, all freehold and leasehold properties and other real property both present and future of the Company as may now or in the future be the subject of the Security, including all buildings and other structures from time to time erected thereon and all fixtures and fittings (trade or otherwise) and fixed plant and machinery from time to time thereon or therein, including, without limitation, the Property specified in Schedule 9 of the Debenture (as described in Appendix 8 hereto);

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“Principal Borrower” means Ever 2533 Limited, a company incorporated in England and Wales with registered number 05304991;

“Receivables” means in relation to the Company:

- (a) all book debts, both present and future, due or owing to the Company and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each case, the proceeds and all remittances in respect thereof and all damages and dividends in relation thereto) due or owing to the Company and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens);
- (b) all sums, both present and future, due or owing to the Company by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union; and
- (c) all payments representing or made in respect of paragraph (a) or (b);

“Receiver” means a receiver and/or manager and/or administrator (including, as the context admits, an administrative receiver) however appointed under or in connection with the Debenture;

“Related Rights” means in relation to any of the Securities:

- (a) all assets deriving from such Securities (or any other asset referred to in paragraph (b) below) including all allotments, accretions, offers, rights, dividends, distributions, interest, income, benefits, powers, privileges, authorities, remedies and advantages whatsoever at any time accruing, offered or otherwise derived from or incidental to such Securities (or any other asset referred to in paragraph (b) below); and
- (b) all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, consolidation, redemption, bonus, preference, exchange, purchase, subdivision, substitution, option, interest or otherwise in respect thereof;

“Secured Parties” means each Finance Party, any Receiver or Delegate and each Mezzanine Finance Party;

“Securities” means in relation to the Company, all shares, stocks, debentures, debenture stock, bonds, warrants, options, coupons or other securities and investments of any kind whatsoever owned by the Company (including rights to subscribe for, convert into or

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otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) now or in the future owned by the Company from time to time in any company, firm, consortium or entity wherever situate, including the Securities specified in Schedule 7 of the Debenture;

"Security" means the security created by (or purported to be created by) the Debenture;

"Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment, trust arrangement for the purpose of providing security or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having similar effect (including title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

"Senior Facilities Agreement" means a senior facilities agreement dated on or about the date of the Debenture, by and among, inter alia, Leisure Link Holdings Limited, the Principal Borrower as the parent, the Chargors in their capacity as original obligors, GE Capital Structured Finance Group Limited, Merrill Lynch International and NIB Capital Bank N.V. as mandated lead arrangers, GE Capital Structured Finance Group Limited as agent, the Security Agent and the financial institutions named therein as the lenders (as the same is amended, restated or refinanced from time to time);

"Subsidiary" of a person means any company or entity directly or indirectly Controlled by such person; and

"Transaction Documents" means the Finance Documents and the Mezzanine Finance Documents.

Specified Securities

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Short particulars of all the property mortgaged or charged:

1. Fixed Charges and Equitable Mortgages

Subject to Clause 3.4 of the Debenture (as described in paragraph 4 below), the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has charged in favour of the Security Agent (acting as agent and trustee as aforesaid) (or, if the Security Agent so chooses, its nominee) the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all of its Property together with all buildings and fixtures (including trade fixtures) thereon and/or the proceeds of sale thereof and by way of first fixed charge all future Property and any other Property not effectively charged by way of first legal mortgage in each case together with all buildings and fixtures (including trade fixtures) thereon and all proceeds of sale thereof;
- (b) by way of first equitable mortgage, all of its Securities and, if and to the extent not effectively assigned by Clause 3.3 of the Debenture (as described in paragraph 3 below), all Related Rights relating to such Securities;
- (c) by way of first fixed charge:
 - (i) its Intellectual Property, including all fees and royalties derived from the Intellectual Property;
 - (ii) its Licences and all deeds and documents from time to time relating to the Collateral;
 - (iii) its goodwill and its uncalled share capital both present and future;
 - (iv) if and to the extent not effectively assigned by Clause 3.3 of the Debenture (as described in paragraph 3 below), all of its rights, title and interest in and to (and claims under) the Policies and to any statutory or other compensation monies (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property) arising for its benefit for interference with the use and/or enjoyment of its Property or the curtailment of any easement, right or benefit relating thereto and all other compensation monies from time to time received by it in respect of its Property;

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- (v) all of its rights, title and interest in and to all chattels from time to time hired, leased or rented by it to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract;
- (vi) all rights in relation to or under and all benefits of, any covenants for title given or entered into by any of its predecessors in title to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property;
- (vii) (to the extent capable of being so charged) the benefit of all of its rights and claims against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to it in respect of any works of design, construction, repair or replacement to, on or about its Property;
- (viii) its Equipment (whether from time to time in or on the Property (and not comprised in the Property) or otherwise), and the benefit of all of its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
- (ix) all of its rights (including against third parties) and benefits in and to the Receivables, to the extent that they do not fall within any other paragraph of Clause 3.1 of the Debenture (as described in this paragraph 1);
- (x) all of its rights and benefits in and to the Accounts and the Deposits.

2. Floating Charge

The Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has charged to the Security Agent (acting as agent and trustee as aforesaid) by way of first floating charge all of its undertakings, property, assets and rights (including its Inventory and Equipment), whatsoever and wheresoever, both present and future (save insofar as any of the same

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shall for the time being be effectively mortgaged or charged by way of first fixed charge under the provisions of Clause 3.1 of the Debenture (as described in paragraph 1 above) or assigned by way of security under the provisions of Clause 3.3 of the Debenture (as described in paragraph 3 below)). For the avoidance of doubt, paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3.2 of the Debenture (as described in this paragraph 2).

3. Assignments by way of Security

Subject to Clause 3.4 of the Debenture (as described in paragraph 4 below), the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has assigned absolutely (in each case to the fullest extent capable of assignment) by way of security to the Security Agent (acting as agent and trustee as aforesaid) all of its present and future rights, title and interest in and to:

- (a) the proceeds of the Policies;
- (b) the Receivables (to the extent not effectively charged by way of fixed charge pursuant to Clause 3.1 of the Debenture (as described in paragraph 1 above));
- (c) each Account maintained by it (including any such account specified in Schedule 4 of the Debenture) and any Deposit (to the extent not effectively charged by way of fixed charge pursuant to Clause 3.1 of the Debenture (as described in paragraph 1 above)); and
- (d) the Related Rights.

4. Removal of Impediments to Charges and Assignments

To the extent that:

- (a) any right, title or interest described in Clause 3.1 of the Debenture (as described in paragraph 1 above) is not capable of being charged; or
- (b) any right, title or interest described in Clause 3.3 of the Debenture (as described in paragraph 3 above) is not capable of assignment,

the Company shall use its best endeavours as soon as reasonably practicable to obtain any relevant consent to such assignment or charge or to otherwise render the same capable of assignment or charge and, pending such interest becoming capable of

assignment or charge, the charge purported to be created by Clause 3.1 of the Debenture (as described in paragraph 1 above) or the assignment purported to be effected by Clause 3.3 of the Debenture (as described in paragraph 3 above) (as the case may be) shall, without prejudice to the provisions of Clause 3.1(c)(ix) of the Debenture in relation to Receivables, only operate as a charge or an assignment (as the case may be) by way of continuing security of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Obligations. Forthwith upon receipt of the relevant consent, the relevant right, title or interest shall stand charged or assigned to the Security Agent under Clause 3.1 or 3.3 of the Debenture (as described in paragraph 1 or paragraph 3 above respectively) (as the case may be) and the Company will, if required by the Security Agent, forthwith execute a valid fixed charge or legal assignment (as the case may be) in such form as the Security Agent shall require but on terms no more onerous than the Debenture.

5. Negative Pledge

Save as permitted under the Senior Facilities Agreement, the Company has covenanted with the Security Agent that it will not, and will procure that none of its Subsidiaries will, permit any Security Interest to subsist, arise or be created or extended over all or any part of their respective or future undertakings, assets, rights, or revenues including for the avoidance of doubt, the Collateral.

6. Further Assurance

- (a) The Company shall, at its own expense, promptly following request by the Security Agent execute and do all such acts, deeds and things (including, without limitation, payment of all stamp duties and registration fees) the Security Agent may reasonably require for:
 - (i) perfecting or protecting the security created (or intended to be created) by the Debenture over any Collateral (including for the avoidance of doubt arranging for any Securities which are in registered form to be registered in the name of the Security Agent or a nominee of the Security Agent); and
 - (ii) after the security constituted by the Debenture has become enforceable in accordance with the terms of the Debenture, facilitating the realization of any Collateral or the exercise of any right, power or

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discretion exercisable by the Security Agent in respect of any Collateral, including, without limitation, the conversion of equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any case, the Security Agent may think necessary or desirable.

- (b) The documents referred to in paragraph (a) above shall be in such form and contain such provisions as the Security Agent requires (acting reasonably). The obligations of the Company under paragraph (a) above and this paragraph (b) shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Debenture by virtue of section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Company shall, whenever requested by the Security Agent and at the Company's cost, affix to a visible part of such of the Collateral, or endorse or cause to be endorsed on such documents, as the Security Agent shall in each case stipulate, labels, signs or memoranda in a permanent manner and in such form as the Security Agent shall require (but not so as to impede or restrict the normal use or operation thereof) referring or drawing attention to the Security.

Licences

APPENDIX 4 TO COMPANIES FORM NO. 395

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Licences

Gaming Board Certificates

Chargor	GBD	Issue Date	Renewal Date
Leisure Link Electronic Entertainment Limited	99/3261/1	12.02.2002	14.04.2007

Consumer Credit Licences

Chargor	No.	Issue Date	Renewal Date
Leisure Link Electronic Entertainment Limited	358327	18.06.2003	18.06.2008

Data Protection Registrations

Chargor	Registration No.	Registration Date	Renewal Date
Leisure Link Electronic Entertainment Limited	Z6857454	05.07.2002	04.07.2005

Intellectual Property

APPENDIX 5 TO COMPANIES FORM NO. 395

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Intellectual Property

Domains

Name	Registered Proprietor	Renewal Date
llg.co.uk	Leisure Link Electronic Entertainment Limited	7.10.06
leisure-link.com	Leisure Link Electronic Entertainment Limited	1.10.05
leisure-link.co.uk	Leisure Link Electronic Entertainment Limited	7.10.06

Accounts**APPENDIX 6 TO COMPANIES FORM NO. 395****COMPANY NUMBER: 02067231****COMPANY NAME: LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED****Page 1 of 6****Accounts**

Name and address of entity at which account is held	Account Number	Account Holder	Account Name	Sort Code	Type of Account
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092019	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED CORPORATE MONEY MARKET A/C	16 04 00	FINAL SWEEP A/C
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092027	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED BUSINESS CURRENT ACCOUNT	16 04 00	MAIN A/C
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092078	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED HEAD OFFICE RECEIPTS ACCOUNT	16 04 00	SALES LEDGER SWEEP A/C
Royal Bank of Scotland London	20092094	LEISURE LINK ELECTRONIC ENTERTAINMENT	LEISURE LINK ELECTRONIC ENTERTAINMENT	16 04 00	SALES LEDGER SWEEP A/C

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Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ		LIMITED	LIMITED STANDING ORDER RECEIPTS ACCOUNT		
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20091861	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC LIMITED ATM MACHINE BUSINESS CURRENT ACCOUNT	16 04 00	ATM MACHINE LLE RECEPTION
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20091896	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED - BIRMINGHAM	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092000	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED CENTRAL SERVICES BUSINESS CURRENT ACCOUNT	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire	20092159	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED ENFIELD 456	16 04 00	PETTY CASH

Accounts**APPENDIX 6 TO COMPANIES FORM NO. 395****COMPANY NUMBER: 02067231****COMPANY NAME: LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED****Page 3 of 6**

Square London, EC2M 4XJ					
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092167	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED SANDWELL 440	16 04 00	TELFORD PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092248	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED ROCHESTER 453	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092264	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED LEEDS 427	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092280	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED NORTHAMPTON 404	16 04 00	PETTY CASH

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Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092299	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED WARRINGTON 445	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092310	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED NOTTINGHAM 455	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092329	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED GLASGOW 446	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092345	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED WASHINGTON 447	16 04 00	PETTY CASH
Royal Bank of Scotland London	20092396	LEISURE LINK ELECTRONIC ENTERTAINMENT	LEISURE LINK ELECTRONIC ENTERTAINMENT	16 04 00	PETTY CASH

Accounts**APPENDIX 6 TO COMPANIES FORM NO. 395****COMPANY NUMBER: 02067231****COMPANY NAME: LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED****Page 5 of 6**

Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ		LIMITED	LIMITED BURTON SALES OFFICE		
Royal Bank of Scotland London Manchester Service Centre, 150- 182 The Quays, Salford Manchester	10007150	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED T/A LEISURE LINK	16 10 65	SUPPLY A/C
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1534335	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK SUNDRY RECEIPT ACCOUNT	72 00 00	SALES LEDGER
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1534785	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED BUS CASH A/C - BRISTOL	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	2030209	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT BUS CASH	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1534734	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	72 00 00	PETTY CASH

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Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	2030217	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT (EXETER)	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1534777	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED BUS CASH A/C- HEDGE END	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1534823	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ENTERTAINMENT LIMITED BUS CASH A/C - NORWICH	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	2030233	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT (BUS CASH)	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1698516	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	2861011	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ENTERTAINMENT LIMITED (BUSINESS CASH)	72 00 00	PETTY CASH

Policies

APPENDIX 7 TO COMPANIES FORM NO. 395

COMPANY NUMBER: 02067231

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Details of Policies

Insured	Insurer	Policy No.	Type of Account
All Chargors	Zurich Commercial	CJ192086/1	Material Damage/Business Interruption
All Chargors	Norwich Union	23907323CXC	Goods in Transit/Exhibition
All Chargors	Zurich Commercial	JN396949/1	Computer
All Chargors	Zurich Commercial	CH252749	Employers Liability
All Chargors	Zurich Commercial	JK388984/7	Public/Products Liability
All Chargors	DA Constable Syndicate Ltd	A3020596	Excess Public/Products Liability (1)
All Chargors	AIG Europe (UK) Ltd	24520624	Excess Public/Products Liability (2)
All Chargors	Zurich Commercial	AA187630/3	Motor Fleet
All Chargors	Royal & Sun Alliance	C/EP/2224	Engineering Inspection
All Chargors	Chubb Insurance Company of Europe S.A.	64783536	Personal Accident/Travel
All Chargors	AIG Europe	31600255	Fidelity Guarantee
All Chargors	AIG Europe (UK) Ltd	33602303	Directors & Officers Liability
All Chargors	AIG Europe (UK) Ltd	33601101	Directors & Officers Liability (Run off)

Property

APPENDIX 8 TO COMPANIES FORM NO. 395

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Property

Unregistered Land

(Freehold or leasehold property in England and Wales title to which is not registered at H.M. Land Registry of which the Company is the owner)

Leasehold Property

Date of Lease	Parties	Expiry Date	Short Description of Property
2 August 1996 (as amended and renewed by a Lease dated 23 January 2002)	(1) Leisure Link Electronic Entertainment Limited (2) Finlan Property Developments Limited	29 September 2005	Ground, First and Second Floors, 3, The Maltings Wetmore Road Burton-on-Trent Staffordshire DE14 1SE
2 August 1996 (as amended and renewed by a Lease dated 23 January 2002)	(1) Leisure Link Electronic Entertainment Limited (2) Finlan Property Developments Limited	20 September 2005	Third Floor, 3, The Maltings Wetmore Road Burton-on-Trent Staffordshire DE14 1SE

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02067231

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st FEBRUARY 2005 AND CREATED BY LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY 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 11th FEBRUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st FEBRUARY 2005.

GRH
P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —