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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

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#1241
136

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

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

02067231

Name of company

* Leisure Link Electronic Entertainment Limited (the "Company")

Date of creation of the charge

03 December 2001

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

Supplemental Deed between the Company, Leisure Link Holdings Limited (the "Parent") (formerly known as DMWSL 345 Limited) and the Security Trustee (the "Deed") relating to the Second Ranking Composite Guarantee and Debenture dated 21 September 2001 (the "Debenture") between DMWSL 345 Limited, Leisure Link Group Limited and others as set out in

Amount secured by the mortgage or charge

All moneys, obligations and liabilities covenanted to be paid or discharged by the Company as set out below:

- (a) The Company irrevocably and unconditionally guarantees :
- (i) the due performance by each other Guaranteed Obligor of all its obligations under or pursuant to the Vendor Loan Notes to which it is a party; and,
- (ii) the payment of all moneys and discharge of all liabilities now or hereafter due, owing or incurred to the Vendors or any of them under or pursuant to the Vendor Loan Notes by each other Guaranteed Obligor,

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

Duke Street Capital III Limited
Dukes Court, 32 Duke Street, St James's, London SW1Y 6DF
(the "Security Trustee")

Postcode

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

Simmons & Simmons
CityPoint
One Ropemaker Street
London
EC2Y 9SS

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

L2FX66R2

0041
20/12/01

Time critical reference

(1) The Company with full title guarantee, hereby charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations and on the same terms and conditions as the terms and conditions of the Debenture, subject in each instance to the First Debenture and the Vendor Subordination Deed:-

(a) by way of first legal mortgage, the property specified in part 1 of schedule 2 to this Form 395, together with all liens, charges, options, agreements, rights and interests in or over such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

(b) by way of legal mortgage, the property specified in part 2 of schedule 2 to this Form 395 (other than any leasehold property where landlord consent is required under the terms of the lease and which has not been obtained at the date of this Deed), together with all liens, charges, options, agreements, rights and interests in or over such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

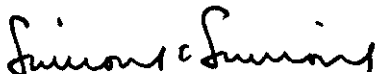
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed



Date

11 December 2001

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

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

† delete as appropriate

Notes

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

Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

02067231

Name of Company

Leisure Link Electronic Entertainment Limited (the "Company")

~~XXXX~~*

* delete if
inappropriate

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

Schedule 1 to this Form 395 (together with the Company known as the "Security Parties" and each individually known as a "Security Party") and the Security Trustee.

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

in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Vendors or any of them or purchased or otherwise acquired by any of them; denominated in Sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever.

In the case of this guarantee, if for any reason any Security Party fails to discharge any such obligation or liability or to pay any such moneys, each Security Party (other than such person) shall immediately on demand by the Security Trustee discharge such obligation or liability or, as the case may be, pay such moneys to the Security Trustee.

(b) The liabilities referred to in (a) shall include:

(i) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;

(ii) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and

(iii) interest (both before and after judgement) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Vendors or any of them in contemplation of or otherwise in connection with the preservation or enforcement (or attempted preservation or enforcement) of their respective rights under any of the Vendor Loan Notes, which interest, commission, fees, costs, charges and expenses are payable under the terms of the relevant Vendor Loan Notes in relation to any such moneys, obligations or liabilities or generally in respect of each such Security Party.

(c) The Company irrevocably and unconditionally agrees as a separate and independent stipulation that if any purported obligation or liability of any Guaranteed Obligor which would have been the subject of such Security Party's Guarantee had it been valid and enforceable is not or ceases to be valid or enforceable against such Guaranteed Obligor on any ground whatsoever whether or not known to the Vendors or any of them (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of such Guaranteed Obligor or any legal or other limitation, whether under the Limitation Acts or otherwise, any disability or Incapacity or any change in the constitution of such other Guaranteed Obligor) such Security Party shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and it were a principal debtor in respect thereof. The Company hereby irrevocably and unconditionally agrees with the Security Trustee (as trustee for the other Vendors) to indemnify on demand and keep indemnified the Vendors against any loss or liability arising from any failure of a Guaranteed Obligor to perform or discharge any such purported obligation or liability or from any invalidity or unenforceability of any of the same against a Guaranteed Obligor.

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
legibly, preferably
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bold block lettering

N/A

(c) by way of first fixed charge the domain names specified in part 1 of schedule 3 to this Form 395;

(d) by way of fixed charge (to the extent not the subject of a legal mortgage by virtue of (a) and (b) above), all future freehold property wheresoever situate (other than any heritable property in Scotland, from time to time hereafter owned by the Company or in which the Company may have an interest, together with all liens, charges, options, agreements, rights and interest in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

(e) by way of fixed charge, the plant, machinery and equipment (if any) specified in part 3 of schedule 2 to this Form 395 and the benefit of all contracts and warranties relating to the same;

(f) by way of fixed charge, all plant, machinery and other equipment (other than any property specified in part 3 of schedule 2 excluding Surplus Machines) now or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;

(g) by way of fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Company including all interests in investment funds and all Derivative Securities or in which the Company has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

(h) by way of fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security Interests, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation:

(i) reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;

(ii) but excluding any assets the subject of a charge pursuant to (i), (j) and (k);

(i) by way of fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of any bank or other account (including a current account but excluding the Cash Collateral Accounts) of the Company;

(j) by way of fixed charge, the amounts from time to time standing to the credit of the Cash Collateral Accounts;

(k) by way of fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including, without limitation, the right to the refund of any premiums;

(l) by way of fixed charge, the goodwill and uncalled capital of the Company;

(m) by way of fixed charge, the patents, trade marks, service marks and registered designs (if any) specified in part 2 of schedule 3 of this Form 395;

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Particulars of a mortgage or charge (continued)

Please do not
write in this
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

02067231

Name of Company

Leisure Link Electronic Entertainment Limited (the "Company")

~~XXXX~~

* delete if
inappropriate

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

(d) The Company agrees (without double counting of interest) to pay interest on each amount demanded of it under its Guarantee from the date of such demand until payment (after as well as before judgment) at the Default Rate and otherwise in accordance with clause 4.8 of the Vendor Loan Note Instrument.

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

(together known as the "Secured Obligations")

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

(n) by way of fixed charge, all present and future patents, trade marks, service marks and registered designs (other than the property (if any) specified in schedule 3) now or from time to time hereafter owned by the Company or in which the Company may have an interest;

(o) by way of fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other intellectual property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Company, excluding the property specified in clause (m) and (n);

(2) The charges hereby created shall be second charges ranking behind the security granted by the Security Parties under the Senior Security Documents. As between the charges created by the Senior Security Documents and those created by the Debenture the existing and future security conferred by the Senior Security Documents will rank in all respects prior to existing and future security conferred by the Debenture, regardless of order of registration, notice, execution or otherwise.

(3) The Company, with full title guarantee, hereby charges, subject to the provisions of the First Debenture and the Vendor Subordination Deed, to the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs (1), (2) and (3) above or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

(4) The Company hereby covenants that it will not without the prior written consent of the Security Trustee.

(a) dispose of, or create or attempt to create or permit to subsist or arise any Security Interest (other than a Permitted Security Interest) on or over, the Debts or any part thereof except as permitted by the Security Trustee or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1.1 of the Debenture;

(b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Security Interest (except a Permitted Security Interest) on or affecting the Security or any part thereof;

(c) dispose of the Security or any part thereof or attempt or agree so to do except in the case of disposals expressly permitted by the Security Trustee;

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
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bold block lettering

Company Number

02067231

Name of Company

Leisure Link Electronic Entertainment Limited (the "Company")

~~XXXX~~*

* delete if
inappropriate

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

N/A

[illegible]

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

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

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

N/A

(5) Notwithstanding anything expressed or implied in this Deed, if the Company creates or attempts to create any Security Interest (other than a Permitted Security Interest) over all or any of the Floating Charge Assets without the prior written consent of the Security Trustee or if any person levies or attempts to levy any distress, execution, sequestration or other process or takes or attempts to take any steps towards execution against any of the Floating Charge Assets, the floating charge created by paragraph 3 above over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

(6) The Company shall if and when at any time reasonably required by the Security Trustee execute such further Security Interests and assurances in favour or for the benefit of the Security Trustee and the other Vendors and do all such acts and things as the Security Trustee shall from time to time reasonably require over or in relation to all or any of the Security to secure the Secured Obligations or to perfect or protect the Security Trustee's security (either expressed to be created by the Deed or any other security document signed of even date herewith over the Security or any part thereof or to facilitate the realisation of the same. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or security shall be in such form as the Security Trustee may reasonably require and may contain provisions such as herein contained and provisions of like effect to the extent it is legally able to do so and/or such other provisions as the Security Trustee shall reasonably consider requisite for the perfection of the security contributed by or pursuant to the Deed.

In this Form 395:

All Definitions are as set out in Schedule 4 to this Form 395.

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

SCHEDULE 1

Name	Registered Number	Registered Office
DMWSL 345 Limited	04255743	Royal London House 22-25 Finsbury Square London EC2A 1DX
Leisure Link Group Limited	03565640	3 The Maltings, Wetmore Road, Burton on Trent, Staffordshire, DE14 1SE
MAM Services Limited	03188547	3 The Maltings, Wetmore Road, Burton on Trent, Staffordshire, DE14 1SE
Howmore Limited	03913746	3 The Maltings, Wetmore Road, Burton on Trent, Staffordshire, DE14 1SE
Maygay Holdings Limited	03444155	3 The Maltings, Wetmore Road, Burton on Trent, Staffordshire, DE14 1SE
Carmeline Limited	03913734	3 The Maltings, Wetmore Road, Burton on Trent, Staffordshire, DE14 1SE
Impulse Gaming Limited	03556955	3 The Maltings, Wetmore Road, Burton on Trent, Staffordshire, DE14 1SE
Maygay Machines Limited	00864537	3 The Maltings, Wetmore Road, Burton on Trent, Staffordshire, DE14 1SE

SCHEDULE 2

Part 1

THE PROPERTIES

Date of Lease	Parties	Term Expires	Short Description of Land	Title No.
2 Aug 1996	Finlan Property Developments Limited (1) Bass Leisure Activities Limited (2)	2 Feb 2002	Ground, First, Second and Third Floors (2 leases) 3 The Maltings, Burton-on-Trent	Unregistered
24 Apr 1996	Ironhart Limited (1) The Greenhalls Group PLC	24 Dec 2020 but with Break Options on 24 Dec 2010 or 24 Dec 2015	Unit 10, Langford Way, Stretton Green, Warrington	CH398626

SCHEDULE 2

Part 2

LEASEHOLD

Date of lease	Parties	Term Expires	Short Description of Land
10 Aug 1994	Manston Investments Wolverhampton Limited (1) Maygay Machines Limited (2) European Leisure PLC (3)	21 Jul 2019	Maygay House, Showell Road, Wolverhampton

SCHEDULE 2
Part 3
FIXED PLANT AND MACHINERY

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SCHEDULE 3

Part 1

DOMAIN NAMES

Domain Name	Registered Proprietor	Renewal Date
llg.co.uk	Leisure Link Electronic Entertainment Limited	07.10.02
leisure-link.com	Leisure Link Electronic Entertainment Limited	01.10.05
leisure-link.co.uk	Leisure Link Electronic Entertainment Limited	07.10.02
rallychallenge.com	Leisure Link Electronic Entertainment Limited	25.05.02

SCHEDULE 3
INTELLECTUAL PROPERTY RIGHTS

Part 2

Patents

Proprietor	State	Number	Short description	Comment
Maygay Machines Limited	UK, NE	EP 0 432 996	Coin release verification mechanism	Registered
Maygay Machines Limited	UK, ES, DE, NE	EP 0 697 132	Push button switches	Registered Joint proprietor: Starpoint Electrics Limited.
Maygay Holdings Limited	GB	0019277.3	Data Transfer Devices and Methods ("Maypoll EPOCH").	Application
Impulse Gaming Limited	GB	9928839.1	Games machines ("Gridrunner")	Application

- Note that Starpoint Electronics Limited is the joint proprietor of EP 0 697 132.

TRADE MARKS

The following registered trade marks and trade mark applications are owned by the Company or the Group Company indicated:

Trade mark / Application Number	Country	Class(es)	Expiry Date	Status
Leisure Link Group Limited				
Itbox/2252230	UK	9, 35, 36, 37, 38, 39, 41, 42	09.11.2010	Registered
Itbox/76/204423	US	9, 35, 36, 37, 38, 39, 41, 42	n/a	Application pending – filed 02.02.2001
Miss Pub/2252212	UK	9, 41	n/a	Application pending – filed 09.11.2000

Trade mark / Application Number	Country	Class(es)	Expiry Date	Status
Strip The Difference/2252217	UK	9, 41	09.11.2010	Registered
Toucha/1945823	OHIM	9, 41	n/a	APPLICATION PENDING – FILED 09.11.2000
Toucha/225271	UK	9, 41	09.11.2010	Registered
Toucha/76181595	US	9, 41	n/a	Application pending – filed 15.12.2000
Wannitnow/2254894	UK	9,35	04.12.2010	Registered
Breaker Pool/1283088	UK	41	01.10.2007	Registered
Poolpoint (Series of 2) /B1471672	UK	41	26.07.2008	Registered
Dartpoint/B1462664	UK	41	26.04.2008	Registered
Dialpoint/B1446982	UK	38	07.11.2007	Registered
Dialpoint & device (series of 2)/ 1471671	UK	38	26.07.2008	Registered
Dialpoint rdc/2117603	UK	9	04.10.2006	Registered
Gamepoint/ B1446702	UK	41	07.11.2007	Registered
Gamepoint & device (series of 2)/ B1471948	UK	41	29.07.2008	Registered
Hargreaves (stylised)/2154576	UK	37, 41	29.12.2007	Registered
Kossway/2147268A	UK	37, 41	07.10.2007	Registered
Kossway (stylised)/ 2147268B	UK	37,41	07.10.2007	Registered
LL Leisure Link (series of 2)/ 2234135	UK	9,35,36,37,38 39, 41,42	n/a	Application pending – filed 26.05.2000
Leisure Projects/ B1283114	UK	41	01.10.2007	Registered
LMS logo/1409673	UK	41	22.12.2006	Registered

Trade mark / Application Number	Country	Class(es)	Expiry Date	Status
LMS Logo/B1283111	UK	37	01.10.2007	Registered
Monarch/1416614	UK	36	07.03.2007	Registered
M Monarch/1304342	UK	37	18.03.2008	Registered
M Monarch/1278571	UK	41	01.10.2007	Registered
Monarch device/1424378	UK	36	02.05.2007	Registered
Onlineplus device (series of 2)/2234016	UK	9,42	26.05.2010	Registered
Paymaster/B1283087	UK	41	01.10.2007	Registered
Poolpoint/B1446721	UK	41	07.11.2007	Registered
Sescomatics (series of 2) /2147264	UK	37, 41	07.10.2007	Registered
Tankerton/2147266	UK	37, 41	07.10.2007	Registered
Tobysound & device/1224175	UK	9	06.08.2005	Registered
Tobysound device/1224176	UK	11	06.08.2005	Registered
Tobysound logo/1287092	UK	41	01.10.2007	Registered
Touchmatrax (series of 2)/141413	UK	9	17.01.2007	Registered
Touchmatrax (series of 2) /1410993	UK	9	17.01.2007	Registered
WA logo/2153017	UK	37, 41	08.12.2007	Registered
Design only (series of 5) /1471952	UK	41	29.07.2008	Registered
Design only/2152611	UK	37, 41	03.12.2007	Registered
Trade mark / Application Number	Country	Class(es)	Expiry Date	Status
Maygay Machines Limited				
Max X device (series of 2)/2271435	UK	9	n/a	Application pending - filed 01.06.2001

Trade mark / Application Number	Country	Class(es)	Expiry Date	Status
R revolution device (series of 2)/ 2271438	UK	9	n/a	Application pending - filed 01.06.2001
eXtreme GAMING device (series of 2/ 2271439	UK	9	n/a	Application pending - filed 01.06.2001
Maygay/2012476	UK	9	27.02.2005	Registered
Seventh Heaven/2052376	UK	9	18.01.2006	Registered
All Cash Advance/2052377	UK	9	18.01.2006	Registered
Top Tenner/2052387	UK	9	18.01.2006	Registered
Strike Ten/2052389	UK	9	18.01.2006	Registered
Ten Quid Grid/2052391	UK	9	18.01.2006	Registered
Trade mark / Application Number	Country	Class(es)	Expiry Date	Status
Maygay Holdings Limited				
Epoch & Logo (series 2 of 3)/ 2203129	UK	9	15.07.2009	Registered
Maypoll/2203660	UK	9	22.07.2009	Registered
Trade mark / Application Number	Country	Class(es)	Expiry Date	Status
Impulse Gaming Limited				
Impulse device (series of 2) /2170851	UK	9	30.06.2008	Registered

Domain Names

The following domain names are registered to the Group Companies indicated:

Domain Name	Registered Proprietor	Renewal Date
misspub.co.uk	Leisure Link Group Limited	14.11.02
wannitnow.co.uk	Leisure Link Group Limited	14.11.02
wannit-now.co.uk	Leisure Link Group Limited	14.11.02

Domain Name	Registered Proprietor	Renewal Date
wannit-now.com	Leisure Link Group Limited	14.11.02
itbox.tv ¹	Leisure Link Group Limited	14.11.02
itbox.com	Leisure Link Group Limited	25.07.02
itbox.it	Leisure Link Group Limited	14.11.02
impulse-gaming.co.uk	Impulse Gaming Limited	06.07.01
impulse-gaming.com	Impulse Gaming Limited	09.11.03
maygay.co.uk	Maygay Machines Limited	17.04.02
maygay.com	Maygay Machines Limited	03.02.02
maypoll.net	Maygay Machines Limited	17.04.02
xtreme-gaming.co.uk	Maygay Machines Limited	14.12.02
Extremegaming.co.uk	Maygay Machines Limited	28.11.02
Extreme-gaming.co.uk	Maygay Machines Limited	14.12.02
ez-link.co.uk	Maygay Machines Limited	17.04.02
ez-link.it	Maygay Machines Limited	10.05.02

SCHEDULE 4

DEFINITIONS

"Borrowed Money" means indebtedness in respect of the principal amount of:

- (a) money borrowed or raised and debit balances at banks;
- (b) any bond, note, loan stock, debenture or similar debt instrument;
- (c) acceptance or documentary credit facilities;
- (d) receivables sold or discounted (otherwise than on a non-recourse basis);
- (e) deferred payments for assets or services acquired (other than in the ordinary course of trading) to the extent deferred for more than six months;
- (f) the capital element of Finance Leases;
- (g) Derivatives Transactions;
- (h) any other transaction (including forward sale or purchase agreements) having the commercial effect of indebtedness of the types set out in clauses (b) to (g) above; and
- (i) guarantees in respect of Indebtedness of any person falling within any of (a) to (h) above;

"Cash Collateral Account" means an interest bearing blocked deposit account in the name of any Borrower opened or to be opened, with the Security Trustee or another Finance Party on terms that it (and amounts credited to it) is subject to a fixed Security Interest in favour of the Security Trustee or such other Finance Party as the Security Trustee determines to be appropriate;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing a Security Interest;

"Common Terms Agreement" means the agreement dated 26 August 2001 between, amongst others, the Parent and NIB Capital Bank N.V.;

"Control" in relation to a body corporate, means the right, by virtue of holding shares in that body corporate or any contract of other arrangement with any holder of shares in that body corporate, to exercise or control the exercise of more than 50% 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.

"Debts" means, the assets of the Company described in paragraph 1(f) of the Particulars of all the property mortgaged or charged.

"Derivative Securities" include:

- (a) allotments, rights, money or property arising from the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income from the Securities; and
- (c) stock, shares and securities offered in addition to the substitution for the Securities;

"Derivatives Transaction" means a contract, agreement or transaction which is a rate swap, basis swap, commodity swap, forward rate transaction, commodity option, equity (or equity or other index) swap or option, bond option, interest rate option, foreign exchange transaction, cap, collar or floor, currency swap, currency option or any other similar transaction and/or any combination of such transactions, in each case, whether on-exchange or otherwise;

"Finance Documents" means the senior or mezzanine finance documents relating to the Common Terms Agreement;

"Finance Parties" means the finance parties under the Finance Documents;

"Finance Lease" means any lease under which a member of the group is the lessee which is or should be treated as a finance lease under accounting principles as relates to the Common Terms Agreement;

"First Debenture" means the first ranking composite guarantee and debenture granted by the Security Parties to NIB Capital Bank N.V. on or about the date of the Deed;

"Fixtures" means, in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law;

"Floating Charge Assets" means the assets of the Company from time to time charged by the Deed by way of floating charge;

"Group Netting Agreement" means the agreed form group netting agreement with the Royal Bank of Scotland plc;

"Guarantee" means, the obligations of the Company pursuant to clause 2.1.2 of the Deed and includes the obligations of such Security Party arising by virtue of clauses 2.2 and 12 of the Deed;

"Guaranteed Obligor" means any one or more or all of the Security Parties (as the context requires);

"Incapacity", in relation to a person, means the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership) or any analogous proceeding occurring in relation to that person whatsoever;

"Insurances" means all present and future contracts or policies of insurance (including the W & I Insurance Policy and life assurance policies) taken out by the Company or in which the Company from time to time has an interest;

"Next Generation Product Machines" means new generation gaming and entertainment machines operated by the Group not being Traditional Business Machines;

"Permitted Security Interest" means a Security Interest being any of the following, namely:

- (a) title retention arrangements arising in the ordinary course of trading (but not securing Borrowed Money) with suppliers of goods to a member of the Group;
- (b) any Security Interest constituted by a Finance Lease permitted under this Agreement;
- (c) any Security Interest arising by operation of law including repairer's liens or rights of set-off and liens arising in or incidental to the ordinary course of trading by operation of law but only to the extent in respect of indebtedness not exceeding £10,000 per lien;
- (d) any Security Interest created by any of the Finance Documents (including netting of credit balance arrangements, pledges of documents of title, and similar standard arrangements imposed under the ancillary facilities letter relating to the Common Terms Agreement);
- (e) set-off rights in respect of Derivatives Transactions permitted under the Common Terms Agreement;
- (f) any deposit made for the purpose of securing obligations under a rental agreement in respect of a property;
- (g) any right of set-off over credit balances on bank accounts arising under the Group Netting Agreement or any lien rights arising with respect to assets or the deeds retained in the custody or possession of a bank for safe-keeping;
- (h) any Security Interest created or existing with the prior written consent of the relevant agent acting on the instructions of the relevant majority lenders as relates to the Common Terms Agreement);
- (i) the Deed; and
- (j) any Security Interest not falling within (a) to (h) above in respect of indebtedness of a member of the Group not being Borrowed Money not exceeding £1,000,000 in aggregate at any given time;

"Properties" means the assets of the Company described in paragraph 1(a) and 1(b) of the description of Particulars of all the property mortgaged or charged under this Form 395;

"Security" means, in relation to each Security Party, all assets of such Security Party described in paragraph (1), (2), (3) and (4) of the description of Particulars of all the property mortgaged or charged under this Form 395;

"Securities" means, in relation to a Security Party, the assets of such a Security Party as described in paragraph (5) of the description of Particulars of all the property mortgaged or charged under this Form 395;

"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 Security Documents" means the security documents relating to the Common Terms Agreement;

"Specified Person" means each or all, as the context requires, of each Security Party, its Subsidiaries, the occupier of any property from time to time and at any time owned, leased, occupied or otherwise used by such Security Party or any of its Subsidiaries or any of their respective officers; and

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

"Surplus Machines" means Traditional Business Machines and Next Generation Product Machines that are redundant or obsolete or otherwise surplus to the requirements of the Group's business;

"Subordination Period" means the period of subordination applicable under the Vendor Subordination Deed;

"Traditional Business Machines" means amusement-with-prizes machines, skill-with-prizes machines, pool machines and the like and coin operated telephones;

"Vendors" mean holders of the Vendor Loan Notes;

"Vendor Loan Note Instrument" means the agreed form instrument dated on or around the date of this Deed pursuant to which the Vendor Loan Notes are created and issued;

"Vendor Loan Notes" means the 12.5/15% secured loan stock 2007 constituted by the Vendor Loan Note Instrument issued, or to be issued, to the Vendors by the Company under the Vendor Loan Note Instrument; of a principal amount of up to £6,612,235 and subordinated, for the avoidance of doubt, by the terms of the Subordination Deed;

"Vendor Subordination Deed" means the agreed form subordination deed entered into, or to be entered into, between, amongst others, DMWSL 345 Limited as the Parent, the parties, the Security Parties and NIB Capital Bank.

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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 SUPPLEMENTAL DEED (RELATING TO THE SECOND RANKING COMPOSITE GUARANTEE AND DEBENTURE DATED 21ST SEPTEMBER 2001) DATED THE 3rd DECEMBER 2001 AND CREATED BY LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED FOR SECURING ALL MONEYS OBLIGATIONS AND LIABILITIES DUE FROM THE COMPANY AND EACH OTHER GUARANTEED OBLIGOR TO DUKE STREET CAPITAL III LIMITED (THE SECURITY TRUSTEE) UNDER OR PURSUANT TO THE VENDOR LOAN NOTES (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th DECEMBER 2001.

A handwritten signature in black ink, appearing to be 'A. Jones'.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES