

155(6)a

Please do not
write in this
margin

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

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

02067231

Note

Please read the notes
on page 3 before
completing this form.

Name of company

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

* insert full name
of company

- insert name(s) and address(es) of all the directors

Timothy John Massey, Chestnut Cottage, Silver Lane, Marchington, Uttoxeter, Staffordshire, ST14 8LL together with the parties named in Appendix A attached.

† delete as appropriate

~~XXXXXXXXXXXX~~ [the sole director] [all the directors][†] of the above company do solemnly and sincerely declare that:

✓The business of the company is:

§ delete whichever is inappropriate.

is that of a recognised bank, licensed institution, within the meaning of the Banking Act, 1973.

[illegible]~~insurance business in the United Kingdom~~

(c) something other than the above\$

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company Leisure Link Group

Limited It

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† *07/16/2008*

The number and class of the shares acquired or to be acquired is: 230,950 A Ordinary,

476,690 B Ordinary and 322,581 C Ordinary Shares of £0.01 each

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

Dickson Minto W.S.
Royal London House
22-25 Finsbury Square
London: EC2A 1DX

For official Use
General Section



EDX
COMPANIES HOUSE
COMPANIES HOUSE

0814
611201
06/12/01

The assistance is to be given to: (note 2) Leisure Link Holdings Limited (formerly DMWSL 345 Limited) 22-25 Finsbury Square, London, EC2A 1DX

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

The assistance will take the form of:

See Appendix B attached

The person who [has acquired] ~~will acquire~~ the shares is:

† delete as appropriate

Leisure Link Holdings Limited (formerly DMWSL 345 Limited), 22-25 Finsbury Square, London EC2A 1DX

The principal terms on which the assistance will be given are:

See Appendix C

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is See Appendix D attached

C.J. Fowler
Please do not
write in this
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C.J. Fowler
XWe have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

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

C.J. Fowler
(a) **X**We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

C.J. Fowler
(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~* (note 3)

C.J. Fowler
And **X**we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

C.J. Fowler
Declared at The Millings, 3 Webmore Road,
Burton on Trent, Staffordshire, DE14
1SE

Declarants to sign below

Mr. Jones

Day Month Year
on

0	3	1	2	2	0	0	1
---	---	---	---	---	---	---	---

before me

C.J. Fowler
~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a~~ Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

LEISURE LINK ELECTRONIC
ENTERTAINMENT LIMITED
(Company No: 02067231)

APPENDICES TO FORM 155(6) A

APPENDIX A

Director Name	Address
Brian Leslie Beer	52 Meadow View Rolleston on Dove Burton on Trent Staffordshire DE13 9AN
Neil Ian Chinn	12 Newton Park Newton Solney Burton on Trent Staffordshire DE15 0SX
Duncan Cameron Gray	Avalon 6 Oatlands Close Weybridge Surrey KT13 9ED
Russell Blackburn Hoyle	5 Orchard Rise Richmond Surrey TW10 5BX
Paul John Langley	9 Bedsbury Close Dorridge Solihull West Midlands B93 8NT
James William O'Halleran	2A Bretby Lane Bretby Burton on Trent Staffordshire DE15 0QN
David Page	Rye Croft House 11 Outwoods Lane Burton on Trent Staffordshire DE13 9UB
Christopher Neil Simon	89 Ella Road West Bridgeford Nottingham NG2 5GZ

C. J. Simon

Director Name**Address**

Keith Ian Smith

3 Church Farm Mews
Church Lane Kings
Bromley
Burton on Trent
Staffordshire DE13 7JZ

Peter Wier

2 Wilsford Green
Oak Hill Drive
Birmingham
West Midlands B15 3UG

C. J. Boucher

APPENDIX B

The assistance will take the form of the execution, delivery and performance by the Company of the following (or of the documents relating thereto) to which the Company is to be a party as the same may be amended, varied, supplemented or substituted from time to time:

- (a) a supplemental deed (the "**Supplemental Deed**") supplemental to the Security Agreement to be entered into between the Company, Newco and the Security Trustee, pursuant to which the Company will become a party to and a Security Party under the Security Agreement and guarantees the obligations and liabilities of each Guaranteed Obligor under the Finance Documents (which guarantee will from the date of execution of the Supplemental Deed by the Company extend to a guarantee by the Company of monies borrowed by Newco for the purpose of acquiring the shares in Leisure Link Group Limited), and (b) each of the Security Parties grants a debenture pursuant to which the Company will create fixed and floating charges over all of its assets and undertaking by way of security for the payment and discharge of the Secured Obligations; and
- (b) a supplemental deed (the "**Vendor Supplemental Deed**") supplemental to the Vendor Debenture to be entered into between, the Company, Newco and the Vendor Security Trustee, pursuant to which the Company will become a party to and a Security Party under the Vendor Debenture and guarantees the obligations and liabilities of each Guaranteed Obligor under the Vendor Loan Notes (which guarantee will from the date of execution of the Vendor Supplemental Deed by the Company extend to a guarantee by the Company of the liabilities of Newco under the Vendor Loan Notes relating to the acquisition of the shares in Leisure Link Group Limited), and grants a debenture pursuant to which the Company will create fixed and floating charges over all of its assets and undertaking by way of security for the payment and discharge of the Vendor Secured Obligations.
- (c) an accession letter (the "**Accession Letter**") in relation to an inter-company upstream loan agreement dated 21 September 2001 between, inter alios, Newco as borrower, Leisure Link Group Limited and others (the "**Lenders**") (the "**Inter Company Loan Agreement**") pursuant to which from the date of execution of the Accession Letter the Company will become a party to the Inter-Company Loan Agreement and together with each other Lender will agree to make available to Newco a revolving credit facility of up to £500,000,000 in aggregate to be used by Newco, inter alia, in meeting its payment obligations under the Finance Documents, payments of loan stock, costs and expenses associated with the Acquisition and for other general corporate purposes of the Group.

Words and phrases defined in Appendix D of these Appendices bear the same meanings where used in this Appendix B.

C. J. Fisher

APPENDIX C

The principal terms on which the assistance will be given are:

1. SECURITY AGREEMENT

Under the terms of the Supplemental Deed the Company will become party to the Security Agreement whereby under the terms of the Security Agreement:

- (i) the Company:
 - (a) covenants with full title guarantee and as continuing security that it will on demand pay to the Bank as Security Trustee as and when due in accordance with the Finance Documents all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Finance Parties or any of them including, without limitation all moneys obligations and liabilities due, owing or incurred under or pursuant to the Finance Documents;
 - (b) irrevocably and unconditionally guarantees the due performance by each Guaranteed Obligor of all of its obligations under or pursuant to the Finance Documents to which it is a party and the payment of all moneys and discharge of all liabilities now or hereafter due, owing or incurred to the Finance Parties or any of them including, without limitation, all moneys, obligations and liabilities due owing or incurred under or pursuant to the Finance Documents by each Guaranteed Obligor,

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 Finance Parties or any of them or purchased or otherwise acquired by any of them; denominated in Pounds or in any other currency, or incurred on any banking account or in any other manner whatsoever.

In the case of the guarantee in clause 2.1.2 of the Security Agreement, if for any reason any Security Party fails to discharge any such obligation or liability or to pay any such moneys, the Company (if it is not the Security Party or one of the Security Parties so failing) 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;

C. J. Fawcett

- (c) as a separate and independent stipulation irrevocably and unconditionally agrees that if any purported obligation or liability of any Guaranteed Obligor which would have been the subject of its 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 Finance Parties 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) it 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 irrevocably and unconditionally agrees with the Security Trustee (as trustee for the other Finance Parties) to indemnify on demand and keep indemnified the Finance Parties 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.
- (d) For the purpose of this paragraph (i) the liabilities shall, without limitation, include:
- (da) 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;
 - (db) 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
 - (dc) 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 Finance Parties or any of them in contemplation or otherwise in connection with the preservation or enforcement (or attempted

E. J. Gamber

preservation or enforcement) of their respective rights under any of the Finance Documents, which interest, commission, fees, costs, charges and expenses are payable under the terms of the relevant Finance Document in relation to any such moneys, obligations or liabilities or generally in respect of each such Security Party.

- (ii) the Company, with full title guarantee, charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations:
 - (a) by way of first legal mortgage, the property specified in schedule 2 of the Security Agreement (other than any leasehold property where landlord consent is required under the term of the lease and which has not been obtained at the date of the Security Agreement), 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 first fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 3.1.1 of the Security Agreement) all 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 has an interest, together with all liens, charges, options, agreements, rights and interests 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;
 - (c) by way of first fixed charge, the plant, machinery and equipment (if any) specified in schedule 3 of the Security Agreement and the benefit of all contracts and warranties relating to the same;
 - (d) by way of first fixed charge, all plant, machinery and other equipment (other than any property specified in schedule 3 of the Security Agreement) (excluding Surplus Machines (as defined in the Common Terms Agreement)) 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;
 - (e) by way of first fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and

P. J. Gansbe

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;

- (f) by way of first 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 Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation:
 - (fa) reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights; and
 - (fb) but excluding any assets the subject of a charge pursuant to clauses 3.1.7, 3.1.8 or 3.1.9 of the Security Agreement;
- (g) by way of first 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) of the Company;
- (h) by way of fixed charge, the amounts from time to time standing to the credit of the Cash Collateral Accounts (as defined in the Common Terms Agreement);
- (i) by way of first 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;
- (j) by way of first fixed charge, the goodwill and uncalled capital of the Company;

C. J. Barker

- (k) by way of first fixed charge, the patents, trade marks, service marks and registered designs (if any) specified in schedule 4 of the Security Agreement;
- (l) by way of first fixed charge, all present and future patents, trade marks, service marks and registered designs (other than the property (if any) specified in schedule 4 of the Security Agreement) now or from time to time hereafter owned by the Company or in which the Company may have an interest;
- (m) by way of first 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 clauses 3.1.12 and 3.1.13 of the Security Agreement;
- (n) by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations to the Security Trustee all its rights, titles, benefits, and interests whatsoever, whether present or future, proprietary, contractual or otherwise under or arising out of or evidenced by the Acquisition Agreements and the Reports, in each case as from time to time varied, extended or replaced, including, without limitation, all claims for damages or other remedies in respect of any breach of the Acquisition Agreement and/or the Reports or inaccuracy and mis-statement in the Acquisition Agreement and/or the Reports and the benefit of, and the right to make any claim in respect of, all warranties, indemnities and representations given to the Company contained in or pursuant to the Acquisition Agreements and any other rights the Company may have against any party to the Acquisition Agreement or the provider of the Reports;
- (o) way of assignment to the Keyman Insurance Policies and any substituted policy or policies therefore, together with all monies, benefits and advantages that may become payable or accrue under the Keyman Insurance Policies and the full benefit of such policies together with power to give an effective discharge for any of the monies assured or otherwise payable under such policies absolutely.



- (p) 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 clause 3.1, 3.2 or 3.3 of the Security Agreement or otherwise but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

2. VENDOR DEBENTURE

Under the Vendor Supplemental Deed the Company will become party to the Vendor Debenture whereby under the terms of the Vendor Debenture:

- (i) the Company:
 - (a) covenants that it will on demand pay to the Vendor Security Trustee as and when due in accordance with the Vendor Loan Notes all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Vendors or any of them under or pursuant to the Vendor Loan Notes;
 - (b) irrevocably and unconditionally guarantees the due performance by each Guaranteed Obligor of all of its obligations under or pursuant to the Vendor Loan Notes to which it is a party and 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 Guaranteed Obligor,

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 Pounds or in any other currency, or incurred on any banking account or in any other manner whatsoever.

In the case of the guarantee in clause 2.1.2 of the Vendor Debenture, if for any reason any Security Party fails to discharge any such obligation or liability or to pay any such moneys, the Company (if it is not the Security Party so failing) shall immediately on demand by the Vendor Security Trustee discharge such obligation or liability or, as the case may be, pay such moneys to the Vendor Security Trustee;

C. J. Boucher

- (c) as a separate and independent stipulation irrevocably and unconditionally agrees that if any purported obligation or liability of any Guaranteed Obligor which would have been the subject of its 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) it 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 irrevocably and unconditionally agrees with the Vendor 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.
- (d) For the purpose of this paragraph (i) the liabilities shall, without limitation, include:
- (da) 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;
 - (db) 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
 - (dc) 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 or otherwise in connection with the preservation or enforcement (or attempted

C. J. Barker

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.

- (ii) the Company, with full title guarantee, charges to the Vendor Security Trustee as a continuing security for the payment and discharge of the Vendor Secured Obligations:
 - (a) by way of legal mortgage, the property specified in schedule 2 of the Vendor Debenture (other than any leasehold property where landlord consent is required under the term of the lease and which has not been obtained at the date of the Vendor Debenture), 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 fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 3.1.1 of the Vendor Debenture) all 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 has an interest, together with all liens, charges, options, agreements, rights and interests 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;
 - (c) by way of fixed charge, the plant, machinery and equipment (if any) specified in schedule 3 of the Vendor Debenture and the benefit of all contracts and warranties relating to the same;
 - (d) by way of fixed charge, all plant, machinery and other equipment (other than any property specified in schedule 3 of the Vendor Debenture) (excluding Surplus Machines (as defined in the Common Terms Agreement)) 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;
 - (e) 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

C. J. Fawcett

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;

- (f) 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 Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation:
 - (fa) reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights; and
 - (fb) but excluding any assets the subject of a charge pursuant to clauses 3.1.7, 3.1.8 or 3.1.9 of the Vendor Debenture;
- (g) 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) of the Company;
- (h) by way of fixed charge, the amounts from time to time standing to the credit of the Cash Collateral Accounts (as defined in the Common Terms Agreement);
- (i) 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;
- (j) by way of fixed charge, the goodwill and uncalled capital of the Company;

C. J. Fawcett

- (k) by way of fixed charge, the patents, trade marks, service marks and registered designs (if any) specified in schedule 4 of the Vendor Debenture;
- (l) 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 4 of the Vendor Debenture) now or from time to time hereafter owned by the Company or in which the Company may have an interest;
- (m) 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 clauses 3.1.11 and 3.1.12 of the Vendor Debenture;
- (n) by way of 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 clause 3.1, 3.2 or 3.3 of the Vendor Debenture or otherwise but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

3. INTER COMPANY LOAN AGREEMENT

Under the terms of the Accession Letter the Company will become party to the Inter-Company Loan Agreement whereby, under the terms of the Inter-Company Loan Agreement, the Company and others provide loans to Newco for use by Newco in meeting its obligations under the Finance Documents, payments of loan stock, costs and expenses associated with the Acquisition and for other general corporate purposes of the Group.

4. DEFINITIONS

"Acquisition" means the (1) acquisition by Newco of the entire issued share capital of Leisure Link Group Limited pursuant to the terms of the Acquisition Agreement;

P. J. Fawcett

"Acquisition Agreement" means the agreement dated 26 August 2001 on between Duke Street Capital III Limited and Others as Sellers and, Newco relating to the acquisition of the entire issued share capital of Leisure Link Group Limited;

"Acquisition Documents" means together:

1. the Acquisition Agreement;
2. the disclosure letter;
3. the tax deed;
4. all other agreements and deeds to be delivered by the Sellers to the Buyers pursuant to the Acquisition Agreement.

"Bank" means NIB Capital Bank N.V.;

"Buyer" means Newco;

"Security Parties" means Leisure Link Group Limited, Newco, MAM Services Limited, Howmore Limited, Carmeline Limited, Impulse Gaming Limited, Maygay Holdings Limited and Maygay Machines Limited and, from the date of execution of the Supplemental Deed, and the Vendor Supplemental Deed the Company;

"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 an Encumbrance;

"Common Terms Agreement" means the agreement dated 21st September 2001 relating to the Senior Facilities Agreement and the Mezzanine Facilities Agreement between the parties to those agreements containing terms common to both of those agreements;

"Company" means Leisure Link Electronic Entertainment Limited;

"Debts" means, in relation to each Security Party, the assets of such Security Party described in clause 3.1.7 of the Security Agreement and clause 3.1.7 of the Vendor Debenture (as the context may require);

"Derivative Securities" includes:

1. allotments, rights, money or property arising from the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
2. dividends, distributions, interest and other income from the Securities; and
3. stock, shares and securities offered in addition to the substitution for the Securities;

C. J. G. G. G.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment, trust arrangement for the purpose of providing security or other similar security interest securing any obligation of any person or any other arrangement having the effect of conferring rights of set-off, lien or other like rights over an asset (including without limitation title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

"Finance Documents" means the Senior Facilities Agreement, the Mezzanine Facilities Agreement, the Common Terms Agreement, the Security Agreement and any other document designated as such under the terms of these agreements;

"Finance Parties" means the Senior Finance Parties (as defined in the Senior Facilities Agreement) and the Mezzanine Finance Parties (as defined in the Mezzanine Facilities Agreement);

"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 the property, whether or not constituting a fixture at law;

"Group" means, Newco, Leisure Link Group Limited and any of their direct or indirect subsidiaries;

"Guarantee" means, in relation to a Security Party, the obligations of such Security Party pursuant to clause 2.1.2 of the Security Agreement and includes the obligations of such Security Party arising by virtue of clauses 2.2.3 and 12 of the Security Agreement or (as the context requires) the obligations of such Security Party pursuant to clause 2.1.2 of the Vendor Debenture and includes the obligations of the Company arising by virtue clauses 2.3 and 12 of the Vendor Debenture;

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

"Incapacity" means in relation to a person, 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 analogues proceeding occurring in relation to that person whatsoever;

"Insurances" means, in relation to a Security Party, all present and future contracts or policies of insurance (including the Keyman Insurance Policies and life assurance policies) taken out by such Security Party or in which such Security Party from time to time has an interest;

"Keyman Insurance Policies" Means the keyman insurance policies effected by the Security Parties on the lives of managers or employees of the Security Parties to provide total prospective death and disability and critical illness benefits in favour of the Security Parties;

E. J. Barker

"Mezzanine Facilities Agreement" means a mezzanine facilities agreement dated 21 September 2001 between Newco and the Original Mezzanine Lenders and the Mezzanine Agents (each as defined therein);

"Mezzanine Lender" means the Facility A Mezzanine Lender (as defined in the Mezzanine Facility Agreement) and the Facility B Mezzanine Lenders (as defined in the Mezzanine Facilities Agreement);

"Newco" means Leisure Link Holdings Limited (formerly DMWSL 345 Limited) a company incorporated in England and Wales with number 4255743;

"Pounds" and "£" mean the lawful currency for the time being of the United Kingdom;

"Reports" means the Accountants Report, the KPMG Report, the Consolidated Accountant's Report, the Environmental Report, the Insurance Report, the Legal Due Diligence Report and the Property Reports (all as defined in the Common Terms Agreement);

"Secured Obligations" means, in respect of a Security Party, all moneys, obligations and liabilities covenanted to be paid or discharged by such Security Party under or pursuant to clause 2 of the Security Agreement;

"Securities" means, in relation to a Security Party, the assets of such Security Party described in clause 3.1.5 of the Security Agreement or the assets of the Company described in clause 3.1.5 of the Vendor Debenture (as the context may require);

"Security Agreement" means a composite guarantee and debenture dated 21 September 2001 between the Security Parties and the Security Trustee;

"Security Trustee" means the Bank or such other person so appointed;

"Sellers" means Duke Street Capital III Limited and others;

"Senior Facilities Agreement" means a senior facilities agreement dated 21 September 2001 between, among others, Newco the Original Senior Borrowers (as defined therein), the Company and the Bank in its capacities as Senior Arranger, Original Senior Lender and Senior Agent (each as defined therein); and

"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 Parent (as defined in the Vendor Debenture) under the Vendor Loan Note Instrument; of a principal amount of up to £6,612,235;

"Vendor Secured Obligations" means in respect of a Security Party all moneys, obligations and liabilities covenanted to be paid or discharged by such Security Party under or pursuant to clause 2 of the Vendor Debenture;

C. J. Fowke

"Vendor Debenture" means a composite guarantee and debenture dated 21 September 2001 between the Security Parties and the Vendor Security Trustee;

"Vendor Security Trustee" means Duke Street Capital III Limited; and

"Vendors" means the holders of the Vendor Loan Notes.

C. J. Fenner

APPENDIX D

on 3rd December (or such date as the Bank may agree in writing provided that such later date shall not be more than 8 weeks from the date of this statutory declaration).

C. J. Gonsky

PricewaterhouseCoopers
1 Embankment Place
London WC2N 6RH
Telephone +44 (0) 20 7583 5000
Facsimile +44 (0) 20 7804 4907
Direct phone +44 (0) 20 7804 4879
Direct fax +44 (0) 20 7213 2671

The Directors
Leisure Link Electronic Entertainment Limited
3 The Maltings
Wetmore Road
Burton-on-Trent
Staffs
DE14 1SE

3 December 2001

Dear Sirs

Auditors' report to the directors of Leisure Link Electronic Entertainment Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Leisure Link Electronic Entertainment Limited ('the Company') dated 3 December 2001 in connection with the proposal that the Company should give financial assistance for the purchase of the entire ordinary share capital of the Company's holding company, Leisure Link Group Limited.


Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors

PricewaterhouseCoopers is the successor partnership to the UK firms of Price Waterhouse and Coopers & Lybrand. The principal place of business of PricewaterhouseCoopers and its associate partnerships, and of Coopers & Lybrand, is 1 Embankment Place, London WC2N 6NN. The principal place of business of Price Waterhouse is Southwark Towers, 32 London Bridge Street, London SE1 9SY. Lists of the partners' names are available for inspection at those places.

All partners in the associate partnerships are authorised to conduct business as agents of, and all contracts for services to clients are with, PricewaterhouseCoopers. PricewaterhouseCoopers is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.

G

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

02067231

Note
Please read the notes
on page 3 before
completing this form.

Name of company

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

* insert full name
of company

We, the persons named in Appendix A attached together with Timothy John Massey, Chestnut Cottage, Silver Lane, Marchington, Uttoxeter, Staffordshire ST14 8LL.

or insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~(a) that of a recognised bank, licensed institution, within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 1 of the Companies Act 1985 to carry on business~~

~~in the business of the insurance industry~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXXXX~~ [company's holding company] Leisure Link Group

Limited††

The assistance is for the purpose of ~~XXXXXXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition].†

The number and class of the shares acquired or to be acquired is: 230,950 A Ordinary,

476,690 B Ordinary and 322,581 C Ordinary Shares of £0.01 each

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

Dickson Minto W.S.
Royal London House
22-25 Finsbury Square
London, EC2A 1DX

For official Use
General Section

Post room

The assistance is to be given to: (note 2) Leisure Link Holdings Limited (formerly DMWSL 345 Limited) 22-25 Finsbury Square, London, EC2A 1DX

Please do not write in this margin

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

The assistance will take the form of:

See Appendix B attached

C. J. Fenshu
The person who [has acquired] [~~will acquire~~] the shares is:

† delete as appropriate

Leisure Link Holdings Limited (formerly DMWSL 345 Limited), 22-25 Finsbury Square, London EC2A 1DX

The principal terms on which the assistance will be given are:

See Appendix C

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is See Appendix D attached

Please do not write in this margin

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

* delete either (a) or (b) as appropriate

~~X~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~X~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~XXXXXX~~ It is intended to commence the winding up of the company within 12 months of that date, and the ~~XXXXXX~~ have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.* (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at The Millings, 3 Wetmore Road,
Burton on Trent, Staffordshire, DE14 5SE

Declarants to sign below

Day Month Year
on

0	3	1	2	2	0	0	1
---	---	---	---	---	---	---	---

before me C. J. Boucher (C. J. BOUCHER)

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

[Handwritten signatures and initials]
R. J. Langley
D. H. L.
S. Beor.
M. S.
M. L.

LEISURE LINK ELECTRONIC
ENTERTAINMENT LIMITED
(Company No: 02067231)

APPENDICES TO FORM 155(6) A

APPENDIX A

Director Name	Address
Brian Leslie Beer	52 Meadow View Rolleston on Dove Burton on Trent Staffordshire DE13 9AN
Neil Ian Chinn	12 Newton Park Newton Solney Burton on Trent Staffordshire DE15 0SX
Duncan Cameron Gray	Avalon 6 Oatlands Close Weybridge Surrey KT13 9ED
Russell Blackburn Hoyle	5 Orchard Rise Richmond Surrey TW10 5BX
Paul John Langley	9 Bedsbury Close Dorridge Solihull West Midlands B93 8NT
James William O'Halleran	2A Bretby Lane Bretby Burton on Trent Staffordshire DE15 0QN
David Page	Rye Croft House 11 Outwoods Lane Burton on Trent Staffordshire DE13 9UB
Christopher Neil Simon	89 Ella Road West Bridgeford Nottingham NG2 5GZ

C. J. Simon

Director Name**Address**

Keith Ian Smith

3 Church Farm Mews
Church Lane Kings
Bromley
Burton on Trent
Staffordshire DE13 7JZ

Peter Wier

2 Wilsford Green
Oak Hill Drive
Birmingham
West Midlands B15 3UG

C. J. Funder

APPENDIX B

The assistance will take the form of the execution, delivery and performance by the Company of the following (or of the documents relating thereto) to which the Company is to be a party as the same may be amended, varied, supplemented or substituted from time to time:

- (a) a supplemental deed (the "**Supplemental Deed**") supplemental to the Security Agreement to be entered into between the Company, Newco and the Security Trustee, pursuant to which the Company will become a party to and a Security Party under the Security Agreement and guarantees the obligations and liabilities of each Guaranteed Obligor under the Finance Documents (which guarantee will from the date of execution of the Supplemental Deed by the Company extend to a guarantee by the Company of monies borrowed by Newco for the purpose of acquiring the shares in Leisure Link Group Limited), and (b) each of the Security Parties grants a debenture pursuant to which the Company will create fixed and floating charges over all of its assets and undertaking by way of security for the payment and discharge of the Secured Obligations; and
- (b) a supplemental deed (the "**Vendor Supplemental Deed**") supplemental to the Vendor Debenture to be entered into between, the Company, Newco and the Vendor Security Trustee, pursuant to which the Company will become a party to and a Security Party under the Vendor Debenture and guarantees the obligations and liabilities of each Guaranteed Obligor under the Vendor Loan Notes (which guarantee will from the date of execution of the Vendor Supplemental Deed by the Company extend to a guarantee by the Company of the liabilities of Newco under the Vendor Loan Notes relating to the acquisition of the shares in Leisure Link Group Limited), and grants a debenture pursuant to which the Company will create fixed and floating charges over all of its assets and undertaking by way of security for the payment and discharge of the Vendor Secured Obligations.
- (c) an accession letter (the "**Accession Letter**") in relation to an inter-company upstream loan agreement dated 21 September 2001 between, inter alios, Newco as borrower, Leisure Link Group Limited and others (the "**Lenders**") (the "**Inter Company Loan Agreement**") pursuant to which from the date of execution of the Accession Letter the Company will become a party to the Inter-Company Loan Agreement and together with each other Lender will agree to make available to Newco a revolving credit facility of up to £500,000,000 in aggregate to be used by Newco, inter alia, in meeting its payment obligations under the Finance Documents, payments of loan stock, costs and expenses associated with the Acquisition and for other general corporate purposes of the Group.

Words and phrases defined in Appendix D of these Appendices bear the same meanings where used in this Appendix B.

C. J. [Signature]

APPENDIX C

The principal terms on which the assistance will be given are:

1. SECURITY AGREEMENT

Under the terms of the Supplemental Deed the Company will become party to the Security Agreement whereby under the terms of the Security Agreement:

- (i) the Company:
 - (a) covenants with full title guarantee and as continuing security that it will on demand pay to the Bank as Security Trustee as and when due in accordance with the Finance Documents all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Finance Parties or any of them including, without limitation all moneys obligations and liabilities due, owing or incurred under or pursuant to the Finance Documents;
 - (b) irrevocably and unconditionally guarantees the due performance by each Guaranteed Obligor of all of its obligations under or pursuant to the Finance Documents to which it is a party and the payment of all moneys and discharge of all liabilities now or hereafter due, owing or incurred to the Finance Parties or any of them including, without limitation, all moneys, obligations and liabilities due owing or incurred under or pursuant to the Finance Documents by each Guaranteed Obligor,

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 Finance Parties or any of them or purchased or otherwise acquired by any of them; denominated in Pounds or in any other currency, or incurred on any banking account or in any other manner whatsoever.

In the case of the guarantee in clause 2.1.2 of the Security Agreement, if for any reason any Security Party fails to discharge any such obligation or liability or to pay any such moneys, the Company (if it is not the Security Party or one of the Security Parties so failing) 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;

C. J. Parker

- (c) as a separate and independent stipulation irrevocably and unconditionally agrees that if any purported obligation or liability of any Guaranteed Obligor which would have been the subject of its 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 Finance Parties 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) it 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 irrevocably and unconditionally agrees with the Security Trustee (as trustee for the other Finance Parties) to indemnify on demand and keep indemnified the Finance Parties 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.
- (d) For the purpose of this paragraph (i) the liabilities shall, without limitation, include:
- (da) 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;
 - (db) 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
 - (dc) 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 Finance Parties or any of them in contemplation or otherwise in connection with the preservation or enforcement (or attempted

C. J. Forster

preservation or enforcement) of their respective rights under any of the Finance Documents, which interest, commission, fees, costs, charges and expenses are payable under the terms of the relevant Finance Document in relation to any such moneys, obligations or liabilities or generally in respect of each such Security Party.

- (ii) the Company, with full title guarantee, charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations:
 - (a) by way of first legal mortgage, the property specified in schedule 2 of the Security Agreement (other than any leasehold property where landlord consent is required under the term of the lease and which has not been obtained at the date of the Security Agreement), 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 first fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 3.1.1 of the Security Agreement) all 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 has an interest, together with all liens, charges, options, agreements, rights and interests 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;
 - (c) by way of first fixed charge, the plant, machinery and equipment (if any) specified in schedule 3 of the Security Agreement and the benefit of all contracts and warranties relating to the same;
 - (d) by way of first fixed charge, all plant, machinery and other equipment (other than any property specified in schedule 3 of the Security Agreement) (excluding Surplus Machines (as defined in the Common Terms Agreement)) 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;
 - (e) by way of first fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and

C. J. Bunker

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;

- (f) by way of first 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 Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation:
 - (fa) reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights; and
 - (fb) but excluding any assets the subject of a charge pursuant to clauses 3.1.7, 3.1.8 or 3.1.9 of the Security Agreement;
- (g) by way of first 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) of the Company;
- (h) by way of fixed charge, the amounts from time to time standing to the credit of the Cash Collateral Accounts (as defined in the Common Terms Agreement);
- (i) by way of first 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;
- (j) by way of first fixed charge, the goodwill and uncalled capital of the Company;

E. J. Brumby

- (k) by way of first fixed charge, the patents, trade marks, service marks and registered designs (if any) specified in schedule 4 of the Security Agreement;
- (l) by way of first fixed charge, all present and future patents, trade marks, service marks and registered designs (other than the property (if any) specified in schedule 4 of the Security Agreement) now or from time to time hereafter owned by the Company or in which the Company may have an interest;
- (m) by way of first 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 clauses 3.1.12 and 3.1.13 of the Security Agreement;
- (n) by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations to the Security Trustee all its rights, titles, benefits, and interests whatsoever, whether present or future, proprietary, contractual or otherwise under or arising out of or evidenced by the Acquisition Agreements and the Reports, in each case as from time to time varied, extended or replaced, including, without limitation, all claims for damages or other remedies in respect of any breach of the Acquisition Agreement and/or the Reports or inaccuracy and mis-statement in the Acquisition Agreement and/or the Reports and the benefit of, and the right to make any claim in respect of, all warranties, indemnities and representations given to the Company contained in or pursuant to the Acquisition Agreements and any other rights the Company may have against any party to the Acquisition Agreement or the provider of the Reports;
- (o) way of assignment to the Keyman Insurance Policies and any substituted policy or policies therefore, together with all monies, benefits and advantages that may become payable or accrue under the Keyman Insurance Policies and the full benefit of such policies together with power to give an effective discharge for any of the monies assured or otherwise payable under such policies absolutely.

E. J. Gough

- (p) 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 clause 3.1, 3.2 or 3.3 of the Security Agreement or otherwise but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

2. VENDOR DEBENTURE

Under the Vendor Supplemental Deed the Company will become party to the Vendor Debenture whereby under the terms of the Vendor Debenture:

- (i) the Company:
 - (a) covenants that it will on demand pay to the Vendor Security Trustee as and when due in accordance with the Vendor Loan Notes all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Vendors or any of them under or pursuant to the Vendor Loan Notes;
 - (b) irrevocably and unconditionally guarantees the due performance by each Guaranteed Obligor of all of its obligations under or pursuant to the Vendor Loan Notes to which it is a party and 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 Guaranteed Obligor,

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 Pounds or in any other currency, or incurred on any banking account or in any other manner whatsoever.

In the case of the guarantee in clause 2.1.2 of the Vendor Debenture, if for any reason any Security Party fails to discharge any such obligation or liability or to pay any such moneys, the Company (if it is not the Security Party so failing) shall immediately on demand by the Vendor Security Trustee discharge such obligation or liability or, as the case may be, pay such moneys to the Vendor Security Trustee;

C. J. Fowler

- (c) as a separate and independent stipulation irrevocably and unconditionally agrees that if any purported obligation or liability of any Guaranteed Obligor which would have been the subject of its 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) it 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 irrevocably and unconditionally agrees with the Vendor 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.
- (d) For the purpose of this paragraph (i) the liabilities shall, without limitation, include:
- (da) 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;
 - (db) 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
 - (dc) 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 or otherwise in connection with the preservation or enforcement (or attempted

C. J. Funder

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.

- (ii) the Company, with full title guarantee, charges to the Vendor Security Trustee as a continuing security for the payment and discharge of the Vendor Secured Obligations:
 - (a) by way of legal mortgage, the property specified in schedule 2 of the Vendor Debenture (other than any leasehold property where landlord consent is required under the term of the lease and which has not been obtained at the date of the Vendor Debenture), 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 fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 3.1.1 of the Vendor Debenture) all 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 has an interest, together with all liens, charges, options, agreements, rights and interests 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;
 - (c) by way of fixed charge, the plant, machinery and equipment (if any) specified in schedule 3 of the Vendor Debenture and the benefit of all contracts and warranties relating to the same;
 - (d) by way of fixed charge, all plant, machinery and other equipment (other than any property specified in schedule 3 of the Vendor Debenture) (excluding Surplus Machines (as defined in the Common Terms Agreement)) 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;
 - (e) 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

C.D. Burke

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;

- (f) 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 Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation:
 - (fa) reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights; and
 - (fb) but excluding any assets the subject of a charge pursuant to clauses 3.1.7, 3.1.8 or 3.1.9 of the Vendor Debenture;
- (g) 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) of the Company;
- (h) by way of fixed charge, the amounts from time to time standing to the credit of the Cash Collateral Accounts (as defined in the Common Terms Agreement);
- (i) 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;
- (j) by way of fixed charge, the goodwill and uncalled capital of the Company;

C. J. Barker

- (k) by way of fixed charge, the patents, trade marks, service marks and registered designs (if any) specified in schedule 4 of the Vendor Debenture;
- (l) 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 4 of the Vendor Debenture) now or from time to time hereafter owned by the Company or in which the Company may have an interest;
- (m) 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 clauses 3.1.11 and 3.1.12 of the Vendor Debenture;
- (n) by way of 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 clause 3.1, 3.2 or 3.3 of the Vendor Debenture or otherwise but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

3. INTER COMPANY LOAN AGREEMENT

Under the terms of the Accession Letter the Company will become party to the Inter-Company Loan Agreement whereby, under the terms of the Inter-Company Loan Agreement, the Company and others provide loans to Newco for use by Newco in meeting its obligations under the Finance Documents, payments of loan stock, costs and expenses associated with the Acquisition and for other general corporate purposes of the Group.

4. DEFINITIONS

"Acquisition" means the (1) acquisition by Newco of the entire issued share capital of Leisure Link Group Limited pursuant to the terms of the Acquisition Agreement;

C. J. Frank

"Acquisition Agreement" means the agreement dated 26 August 2001 on between Duke Street Capital III Limited and Others as Sellers and, Newco relating to the acquisition of the entire issued share capital of Leisure Link Group Limited;

"Acquisition Documents" means together:

1. the Acquisition Agreement;
2. the disclosure letter;
3. the tax deed;
4. all other agreements and deeds to be delivered by the Sellers to the Buyers pursuant to the Acquisition Agreement.

"Bank" means NIB Capital Bank N.V.;

"Buyer" means Newco;

"Security Parties" means Leisure Link Group Limited, Newco, MAM Services Limited, Howmore Limited, Carmeline Limited, Impulse Gaming Limited, Maygay Holdings Limited and Maygay Machines Limited and, from the date of execution of the Supplemental Deed, and the Vendor Supplemental Deed the Company;

"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 an Encumbrance;

"Common Terms Agreement" means the agreement dated 21st September 2001 relating to the Senior Facilities Agreement and the Mezzanine Facilities Agreement between the parties to those agreements containing terms common to both of those agreements;

"Company" means Leisure Link Electronic Entertainment Limited;

"Debts" means, in relation to each Security Party, the assets of such Security Party described in clause 3.1.7 of the Security Agreement and clause 3.1.7 of the Vendor Debenture (as the context may require);

"Derivative Securities" includes:

1. allotments, rights, money or property arising from the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
2. dividends, distributions, interest and other income from the Securities; and
3. stock, shares and securities offered in addition to the substitution for the Securities;

C. J. Forster

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment, trust arrangement for the purpose of providing security or other similar security interest securing any obligation of any person or any other arrangement having the effect of conferring rights of set-off, lien or other like rights over an asset (including without limitation title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

"Finance Documents" means the Senior Facilities Agreement, the Mezzanine Facilities Agreement, the Common Terms Agreement, the Security Agreement and any other document designated as such under the terms of these agreements;

"Finance Parties" means the Senior Finance Parties (as defined in the Senior Facilities Agreement) and the Mezzanine Finance Parties (as defined in the Mezzanine Facilities Agreement);

"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 the property, whether or not constituting a fixture at law;

"Group" means, Newco, Leisure Link Group Limited and any of their direct or indirect subsidiaries;

"Guarantee" means, in relation to a Security Party, the obligations of such Security Party pursuant to clause 2.1.2 of the Security Agreement and includes the obligations of such Security Party arising by virtue of clauses 2.2.3 and 12 of the Security Agreement or (as the context requires) the obligations of such Security Party pursuant to clause 2.1.2 of the Vendor Debenture and includes the obligations of the Company arising by virtue clauses 2.3 and 12 of the Vendor Debenture;

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

"Incapacity" means in relation to a person, 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 analogues proceeding occurring in relation to that person whatsoever;

"Insurances" means, in relation to a Security Party, all present and future contracts or policies of insurance (including the Keyman Insurance Policies and life assurance policies) taken out by such Security Party or in which such Security Party from time to time has an interest;

"Keyman Insurance Policies" Means the keyman insurance policies effected by the Security Parties on the lives of managers or employees of the Security Parties to provide total prospective death and disability and critical illness benefits in favour of the Security Parties;

C. J. Fowler

"Mezzanine Facilities Agreement" means a mezzanine facilities agreement dated 21 September 2001 between Newco and the Original Mezzanine Lenders and the Mezzanine Agents (each as defined therein);

"Mezzanine Lender" means the Facility A Mezzanine Lender (as defined in the Mezzanine Facility Agreement) and the Facility B Mezzanine Lenders (as defined in the Mezzanine Facilities Agreement);

"Newco" means Leisure Link Holdings Limited (formerly DMWSL 345 Limited) a company incorporated in England and Wales with number 4255743;

"Pounds" and "£" mean the lawful currency for the time being of the United Kingdom;

"Reports" means the Accountants Report, the KPMG Report, the Consolidated Accountant's Report, the Environmental Report, the Insurance Report, the Legal Due Diligence Report and the Property Reports (all as defined in the Common Terms Agreement);

"Secured Obligations" means, in respect of a Security Party, all moneys, obligations and liabilities covenanted to be paid or discharged by such Security Party under or pursuant to clause 2 of the Security Agreement;

"Securities" means, in relation to a Security Party, the assets of such Security Party described in clause 3.1.5 of the Security Agreement or the assets of the Company described in clause 3.1.5 of the Vendor Debenture (as the context may require);

"Security Agreement" means a composite guarantee and debenture dated 21 September 2001 between the Security Parties and the Security Trustee;

"Security Trustee" means the Bank or such other person so appointed;

"Sellers" means Duke Street Capital III Limited and others;

"Senior Facilities Agreement" means a senior facilities agreement dated 21 September 2001 between, among others, Newco the Original Senior Borrowers (as defined therein), the Company and the Bank in its capacities as Senior Arranger, Original Senior Lender and Senior Agent (each as defined therein); and

"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 Parent (as defined in the Vendor Debenture) under the Vendor Loan Note Instrument; of a principal amount of up to £6,612,235;

"Vendor Secured Obligations" means in respect of a Security Party all moneys, obligations and liabilities covenanted to be paid or discharged by such Security Party under or pursuant to clause 2 of the Vendor Debenture;

C. J. Gough

"Vendor Debenture" means a composite guarantee and debenture dated 21 September 2001 between the Security Parties and the Vendor Security Trustee;

"Vendor Security Trustee" means Duke Street Capital III Limited; and

"Vendors" means the holders of the Vendor Loan Notes.

C. J. Gurnee

APPENDIX D

on 3rd December (or such date as the Bank may agree in writing provided that such later date shall not be more than 8 weeks from the date of this statutory declaration).

C. J. G. G. G.

PricewaterhouseCoopers
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The Directors
Leisure Link Electronic Entertainment Limited
3 The Maltings
Wetmore Road
Burton-on-Trent
Staffs
DE14 1SE

3 December 2001

Dear Sirs

Auditors' report to the directors of Leisure Link Electronic Entertainment Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Leisure Link Electronic Entertainment Limited ('the Company') dated 3 December 2001 in connection with the proposal that the Company should give financial assistance for the purchase of the entire ordinary share capital of the Company's holding company, Leisure Link Group Limited.

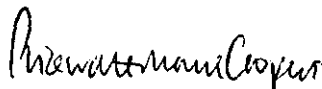
Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors

PricewaterhouseCoopers is the successor partnership to the UK firms of Price Waterhouse and Coopers & Lybrand. The principal place of business of PricewaterhouseCoopers and its associate partnerships, and of Coopers & Lybrand, is 1 Embankment Place, London WC2N 6NN. The principal place of business of Price Waterhouse is Southwark Towers, 32 London Bridge Street, London SE1 9SY. Lists of the partners' names are available for inspection at those places.

All partners in the associate partnerships are authorised to conduct business as agents of, and all contracts for services to clients are with, PricewaterhouseCoopers. PricewaterhouseCoopers is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.