

M

COMPANIES FORM No. 395

015309/117

395

CHFP021


Please do not
write in
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Please complete
legibly, preferably
in black type, or
bold black lettering

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

Pursuant to section 395 of the Companies Act 1985

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

FEE		PAID
£	13.00	M 1
2		
COMPANIES HOUSE		
13		

COMPANIES HOUSE any number

2067231

* insert full name
of Company

Name of company

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

Date of creation of the charge

2 June, 2006

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

An Accession Deed entered into between, among others, the Company and the Security Agent (defined below) (the "Accession Deed").

Amount secured by the mortgage or charge

See Appendix 1 attached.

For definitions used in this Companies Form No. 395 see Appendix 2 attached.

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

GE CORPORATE FINANCE BANK SAS, LONDON BRANCH of 30 Berkeley Square,

London (the "Security Agent").

Postcode W1J 6EW

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

Latham & Watkins
99 Bishopsgate
London EC2M 3XF
Attn: Helen Matchwick

Time critical reference

For official Use (02/06)

Mortgage Section

Post room



LD3
COMPANIES HOUSE

LQY40G70

480
12/06/2006

Short particulars of all the property mortgaged or charged

See Appendix 3 attached.

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

Particulars as to commission allowance or discount (note 3)

Nil.

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

Signed Latham & Watkins

Date 12/6/06

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

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

[†]delete as
appropriate

Amount secured by the mortgage or charge (continued)

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Amount secured by the mortgage or charge:

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

Definitions

APPENDIX 2 TO COMPANIES FORM NO. 395

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Definitions:

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and the following words when used in this Companies Form No. 395 (including these Appendices) shall have the following meanings:

"Accounts"	means: <ul style="list-style-type: none">(i) the accounts identified in Schedule 2 to the Accession Deed (as set out in Appendix 4 herein) and any renewal or redesignation thereof; and(ii) any other bank account opened and maintained by the Company now or in the future with any bank or other financial institution.
"Acquisition Documents"	means the Sale and Purchase Agreement, the Warranty Deed, the IBN Minority Share Documents, the IBN Share Option Documents, the IBN Warrant Documents and the Disclosure Letter (each as defined in the Senior Facilities Agreement).
"Additional Borrower"	means any member of the Group which becomes a Borrower in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement.
"Additional Guarantor"	means any member of the Group which becomes a Guarantor in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement (including for the avoidance of doubt, each of the Target Guarantors on and from the Closing Date).
"Borrower"	means the Principal Borrower or an Additional Borrower, in each case unless it has ceased to be a Borrower in accordance with Clause 31 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement.
"Chargors"	means the Principal Borrower, Ever 2533 Limited, Inspired Broadcast Networks Limited, Ever 2532 Limited, Leisure Link Group Limited, MAM Services Limited, Revolution Entertainment Systems Holdings Limited, Revolution Entertainment Systems Limited, 115CR (150) Limited and Leisure Link Electronic Entertainment Limited.

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"Closing Date"	means the date on which Completion takes place.
"Collateral"	means in relation to the Company, all Property, Equipment, Inventory, Investments, Intellectual Property, Receivables, Accounts, Policies, Contracts and/or other assets and undertakings of the Company mortgaged, charged or assigned under the Debenture and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of the Security.
"Completion"	means the Target Completion and the Placing Completion (each as defined in the Senior Facilities Agreement).
"Contracts"	means the Hedging Agreements, the Keyman Insurance Policies, the Material Contracts and the Policies.
"Delegate"	means any delegate, agent, attorney or co-trustee appointed by the Security Agent.
"Debenture"	means the debenture dated 25 May, 2006 between, inter alia, the Principal Borrower and the Security Agent.
"Deposit"	means all sums from time to time standing to the credit of an Account including all interest credited to such Account, and the Company's right, title and interest in and to the indebtedness represented by such sums.
"Equipment"	means in relation to the Company, all of its now owned and hereafter acquired machinery and equipment including processing equipment, conveyers, machine tools, data processing and computer equipment, including embedded software, and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, material, handling equipment, tools, attachments, accessories, automotive and office equipment, trailers, trucks, forklifts, mould, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property (which, for the avoidance of doubt, includes a tenant's fixtures and fittings), furnishings, furniture and other tangible personal property (except Inventory), together with all additions and accessories thereto, replacements therefore, all parts therefore, all substitutes for any of the foregoing, fuel therefore and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof

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and condemnation awards and insurance proceeds with respect thereto, in the case of all of the foregoing, wherever they may be located.

- “Event of Default”** has the meaning given to it in the Senior Facilities Agreement.
- “Excluded Shares”** means any and all shares in The Cloud Network Limited (registered number 05141256), Ever 2282 Unlimited (registered number 04992408), Inspired Technology Ltd (registered in the Republic of Ireland), Leisure Link Italia SpA (registered in Italy) and Gmatica SRL (registered in Italy) now or in the future owned by any of the Chargors.
- “Finance Document”** means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, the Intercreditor Deed, any Resignation Letter, the Syndication Letter, any Selection Notice, any Security Document, any Hedging Agreement, any Utilisation Request, any other agreement that may be entered into or executed pursuant to any of the foregoing by any Obligor and any other document designated as a “Finance Document” by the Agent and the Principal Borrower (each capitalised term used but not otherwise defined herein shall have the meaning given to it in the Senior Facilities Agreement).
- “Finance Party”** means the Agent, any Mandated Lead Arranger, the Security Agent, any Lender, the Issuing Bank, any Hedge Counterparty or any Ancillary Lender and “Finance Parties” means all of them together where each such term not defined herein, shall have the meaning given to it in the Senior Facilities Agreement).
- “Group”** means the Principal Borrower and each of its Subsidiaries from time to time.
- “Guarantor”** means the Principal Borrower and each Additional Guarantor, in each case unless it has ceased to be a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement.
- “Hedging Agreements”** means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Principal Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities in accordance with the Hedging Letter delivered to the Agent under Clause 4.1 (*Initial conditions precedent*) of the Senior Facilities Agreement (each capitalised term used but not otherwise defined

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herein shall have the meaning given to it in the Senior Facilities Agreement).

“Intellectual Property”

means in relation to the Company:

- (a) all of the intellectual property set out in Schedule 1 to the Accession Deed (as set out in Appendix 5 herein), and
- (b) all copyrights (including rights in computer software), all rights in trade marks, service marks, logos, get-up, business names, rights protecting goodwill and reputation, internet domain names, patents, utility models, topography rights, rights in any designs, database rights and similar rights, moral rights, and all other intellectual property rights and interests and forms of protection of a similar nature or having equivalent effect to any of the foregoing (in each case whether registered or not and including all applications for the same) which may subsist anywhere in the world, that are owned by or licensed to the Company (or any nominee of the Company) (in the case of licences this definition will only include those which in accordance with their terms permit security to be taken over the licensed rights) whether now or at any time in the future; and
- (c) all rights in confidential information and know how (including inventions, secret formulae and processes, market information, and lists of suppliers and customers) that is in the possession or control of the Company (or any owned by and nominee of the Company) whether now or at any time in the future; and
- (d) all rights to enforce any of the intellectual property rights described in (a) to (c) above, including, but not limited to, the right to sue for past, present or future infringement.

“Inventory”

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

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title or other documents representing them.

"Investments"	means the Securities and the Related Rights relating to such Securities.
"Keyman Insurance Policies"	means the keyman insurance policies in the name of Leisure Link Group Limited existing on the date of the Senior Facilities Agreement on the lives of Russell Hoyle, David Page and Jim O'Halleran.
"Licences"	means in relation to the Company, all licences, consents and authorizations (statutory or otherwise) now or in the future held or acquired by the Company, or held by a nominee of the Company other than those included in Intellectual Property, in connection with any business carried on by it or the use of any of the Collateral including, without limitation, the Licences specified in Schedule 6 to the Accession Deed (as set out in Appendix 6 herein).
"Material Contract"	means the Acquisition Documents and the material contracts specified in Schedule 7 to the Accession Deed (as set out in Appendix 7 herein).
"Material Property"	means: (i) any freehold property owned by the Company or in which the Company is otherwise interested; (ii) any leasehold property owned or occupied by the Company and which is material to the business of the Company; and (iii) the Specified Property.
"Obligor"	means a Borrower or a Guarantor.
"Placing Agreement"	means the agreement dated 25 May, 2006 between the Principal Borrower, the directors and the proposed directors named therein and Evolution Securities Limited relating to the Placing (each capitalised term used but not otherwise defined herein shall have the meaning given to it in the Senior Facilities Agreement).
"Policies"	means in relation to the Company, the policies of insurance in which the Company is interested details of which are specified in Schedule 3 to the Accession Deed (as set out in Appendix 8 herein) and any other contracts and policies of insurance in which it may now or hereafter have an interest, but excluding any third party liability or public liability insurance and any directors' and officers' insurances.

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- “Principal Borrower”** means *Inspired Gaming Group plc*.
- “Property”** means all freehold and leasehold properties and other real property both present and future owned or occupied by the Company or in which the Company, including all buildings and other structures from time to time erected thereon and all fixtures and fittings (trade or otherwise) and fixed plant and machinery from time to time thereon or therein, including, without limitation, the Specified Property.
- “Receivables”** means in relation to the Company:
- (a) all book debts, both present and future, due or owing to the Company and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each case, the proceeds and all remittances in respect thereof and all damages and dividends in relation thereto) due or owing to the Company and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens);
 - (b) all sums, both present and future, due or owing to the Company by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union; and
 - (c) all payments representing or made in respect of paragraph (a) or (b).
- “Receiver”** means a receiver and/or manager (including, as the context admits, an administrative receiver) however appointed under or in connection with the Debenture.
- “Related Rights”** means in relation to any of the Securities:
- (a) all assets deriving from such Securities (or any other asset referred to in paragraph (b) below) including all allotments, accretions, offers, rights, dividends, distributions, interest, income, benefits, powers, privileges, authorities, remedies and advantages whatsoever at any time accruing, offered or otherwise derived from or incidental to such Securities (or any

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other asset referred to in paragraph (b) below); and

- (b) all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, consolidation, redemption, bonus, preference, exchange, purchase, subdivision, substitution, option, interest or otherwise in respect thereof.

“Secured Party”	means each Finance Party, any Receiver or Delegate.
“Securities”	means in relation to the Company, all shares, stocks, debentures, debenture stock, bonds, warrants, options, coupons or other securities and investments of any kind whatsoever owned by the Principal Borrower (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) now or in the future owned by the Principal Borrower from time to time in any company, firm, consortium or entity wherever situate, including the Securities specified in Schedule 4 to the Accession Deed (as set out in Appendix 9 herein) excluding the Excluded Shares.
“Security”	means the security created by (or purported to be created by) the Debenture.
“Security Interest”	means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment, trust arrangement for the purpose of providing security or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having similar effect (including title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.
“Senior Facilities Agreement”	means a senior facilities agreement dated 25 May, 2006 by and among the Principal Borrower, the companies named therein as Original Borrowers, the parties named therein as Original Guarantors and GE Corporate Finance Bank SAS, London Branch as Mandated Lead Arranger, Original Lender, Agent and Security Agent (each as defined in the Senior Facilities Agreement).
“Specified Property”	means the Property specified in Schedule 5 to the Accession Deed (as set out in Appendix 10 herein).
“Subsidiary”	has the meaning given to it in the Senior Facilities Agreement.

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- “Target Guarantor”** means the companies listed in Part III of Schedule 1 (The **“Target Guarantors”**) to the Senior Facilities Agreement.
- “Transaction Document”** means the Finance Documents, the Acquisition Documents, the Placing Documents and the Red Vision Acquisition Documents (each capitalised term used but not otherwise defined herein shall have the meaning given to it in the Senior Facilities Agreement).

Specified Securities

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Short particulars of all the property mortgaged or charged:

1 CHARGING PROVISIONS

1.1 Specific Charges

Subject to Clause 3.4 (Removal of Impediments to Charges and Assignments) of the Debenture (such Clause being set out herein in paragraph 1.4 below), the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has charged in favour of the Security Agent (acting as agent and trustee for itself and each of the Secured Parties) (or, if the Security Agent so chooses, its nominee) the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all of its Specified Property together with all buildings and fixtures (including trade fixtures) thereon and/or the proceeds of sale thereof and by way of first fixed charge all future Material Property and any other Specified Property not effectively charged by way of first legal mortgage in each case together with all buildings and fixtures (including trade fixtures) thereon and all proceeds of sale thereof;
- (b) by way of first equitable mortgage, all of its Securities and, if and to the extent not effectively assigned by Clause 3.3 (*Assignments by way of Security*) of the Debenture (such Clause being set out herein in paragraph 1.3 below), all Related Rights relating to such Securities;
- (c) by way of first fixed charge:
 - (i) its Intellectual Property, including all fees and royalties derived or to be derived from the Intellectual Property;
 - (ii) its Licences and all deeds and documents from time to time relating to the Collateral;
 - (iii) its goodwill and its uncalled share capital both present and future;
 - (iv) if and to the extent not effectively assigned by Clause 7 (*Assignments by way of Security*) of the Accession Deed (such Clause being set out herein in paragraph 1.3 below), all of its rights, title and interest in and to (and claims under) the Contracts and to any statutory or other compensation monies (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property) arising for its benefit for interference with the use and/or enjoyment of its Property or the curtailment of any easement, right or benefit relating thereto and all other

Specified Securities

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compensation monies from time to time received by it in respect of its Property;

- (v) all of its rights, title and interest in and to all chattels from time to time hired, leased or rented by it to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract;
- (vi) all rights in relation to or under and all benefits of, any covenants for title given or entered into by any of its predecessors in title to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property;
- (vii) (to the extent capable of being so charged) the benefit of all of its rights and claims against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to it in respect of any works of design, construction, repair or replacement to, on or about its Property;
- (viii) its Equipment (whether from time to time in or on the Property (and not comprised in the Property) or otherwise), and the benefit of all of its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
- (ix) all of its rights (including against third parties) and benefits in and to the Receivables, to the extent that they do not fall within any other paragraph of Clause 5 of the Accession Deed (such Clause being set out herein in this paragraph 1.1);
- (x) all of its rights and benefits in and to the Accounts and the Deposits; and
- (xi) so far as permitted under the relevant document, its rights, title and interest in and to all contracts, agreements or warranties effecting or in any way relating to the Collateral and the benefit of all related rights and remedies.

1.2 Floating Charge

The Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has charged to the Security Agent (acting as agent and trustee as aforesaid) by way of first floating charge all of its undertakings, property, assets and rights (including its Inventory and Equipment), whatsoever and wheresoever, both present and future (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of first fixed charge under the provisions of Clause 5 (*Specific Charges*) of the Accession Deed (such Clause being set out herein in paragraph 1.1 above) or assigned by way of security under the provisions of Clause 7 (*Assignments by way of Security*) of the Accession Deed (such Clause being set out herein in paragraph 1.3 below)). For the avoidance of doubt, paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 6 of the Accession Deed (such Clause being set out herein in this paragraph 1.2).

1.3 Assignments by way of Security

Subject to Clause 3.4 (*Removal of Impediments to Charges and Assignments*) of the Debenture (such Clause being set out herein in paragraph 1.4 below), the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has assigned absolutely (in each case to the fullest extent capable of assignment) by way of security to the Security Agent (acting as agent and trustee as aforesaid) all of its present and future rights, title and interest in and to:

- (a) the Receivables (to the extent not effectively charged by way of fixed charge pursuant to Clause 5 (*Specific Charges*) of the Accession Deed (such Clause being set out herein in paragraph 1.1 above);
- (b) each Account maintained by it (including any such account specified in Schedule 2 (*Accounts*) to the Accession Deed) (as set out in Appendix 4 herein) and any Deposit (to the extent not effectively charged by way of fixed charge pursuant to Clause 5 (*Specific Charges*) of the Accession Deed (such Clause being set out herein in paragraph 1.1 above); and
- (c) the Related Rights; and
- (d) all of its rights in respect of any Contract together with all monies which at any time may be or become payable pursuant thereto and the proceeds of any claims, award and judgments which may at any time be receivable by it pursuant thereto.

1.4 Removal of Impediments to Charges and Assignments

Subject to Clause 3.5 (*Contracts*) of the Debenture (such Clause being set out herein in paragraph 1.5 below), to the extent that:

- (a) any right, title or interest described in Clause 3.1 (*Specific Charges*) of the Debenture (such Clause being set out herein in paragraph 1.1 above) is not capable of being charged; or
- (b) any right, title or interest described in Clause 3.3 (*Assignments by way of Security*) of the Debenture (such Clause being set out herein in paragraph 1.3 above) is not capable of assignment,

the Company shall use its commercially reasonable endeavours as soon as reasonably practicable to obtain any relevant consent to such assignment or charge or to otherwise render the same capable of assignment or charge and such right, title or interest purported to be charged in Clause 3.1 (*Specific Charges*) of the Debenture (such Clause being set out herein in paragraph 1.1 above) or purported to be assigned in Clause 3.3 (*Assignments by way of Security*) of the Debenture (such Clause being set out herein in paragraph 1.3 above) shall not be so charged or assigned until the relevant consent has been obtained and, pending such interest becoming capable of assignment or charge, the charge purported to be created by Clause 3.1 (*Specific Charges*) of the Debenture (such Clause being set out herein in paragraph 1.1 above) or the assignment purported to be effected by Clause 3.3 (*Assignments by way of Security*) of the Debenture (such Clause being set out herein in paragraph 1.3 above) (as the case may be) shall, without prejudice to the provisions of Clause 3.1(c)(ix) (*Specific Charges*) of the Debenture (such Clause being set out herein in paragraph 1.1(c)(ix) above) in relation to Receivables, only operate as a charge or an assignment (as the case may be) by way of continuing security of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Obligations. Forthwith upon receipt of the relevant consent, the relevant right, title or interest shall stand charged or assigned to the Security Agent under Clause 3.1 (*Specific Charges*) of the Debenture (such Clause being set out herein in paragraph 1.1 above) or 3.3 (*Assignments by way of Security*) of the Debenture (such Clause being set out herein in paragraph 1.3 above) (as the case may be) and the Company will, if required by the Security Agent, forthwith execute a valid fixed charge or legal assignment (as the case may be) in such form as the Security Agent shall require but on terms no more onerous than the Debenture.

1.5 Contracts

The Company shall not be required to obtain any consent under Clause 3.4 (*Removal of Impediments to Charges and Assignments*) of the Debenture (such Clause being set out herein in paragraph 1.4 above) in respect of any Material Contract other than the Acquisition Documents unless the Security Agent so requests at any time following the occurrence of an Event of Default.

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2 NEGATIVE PLEDGE

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

3 FURTHER ASSURANCE AND PERFECTION OF SECURITY

3.1 Further Assurance

- (a) The Company shall, at its own expense, promptly following request by the Security Agent execute and do all such acts, deeds and things (including, without limitation, payment of all stamp duties and registration fees) the Security Agent may reasonably require for:
 - (i) perfecting or protecting the security created (or intended to be created) by the Debenture over any Collateral (including for the avoidance of doubt arranging for any Securities which are in registered form to be registered in the name of the Security Agent or a nominee of the Security Agent); and
 - (ii) after the security constituted by the Debenture has become enforceable in accordance with the terms of the Debenture, facilitating the realization of any Collateral or the exercise of any right, power or discretion exercisable by the Security Agent in respect of any Collateral, including, without limitation, the conversion of equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any case, the Security Agent may think necessary or desirable.
- (b) The documents referred to in Clause 9.1, paragraph (a) of the Debenture (such Clause being set out herein in paragraph 3.1(a) above) shall be in such form and contain such provisions as the Security Agent requires (acting reasonably). The obligations of the Company under Clause 9.1, paragraph (a) of the Debenture (such Clause being set out herein in paragraph 3.1(a) above) and Clause 9.1, paragraph (b) of the Debenture (such Clause being set out herein in this paragraph 3.1(b)) shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Debenture by virtue of section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

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- (c) The Company shall, within 7 days of having received a written request from the Security Agent and at the Company's cost, affix to a visible part of such of the Collateral, or endorse or cause to be endorsed on such documents, as the Security Agent shall in each case reasonably stipulate, labels, signs or memoranda in a permanent manner and in such form as the Security Agent shall require (but not so as to impede or restrict the normal use or operation thereof) referring or drawing attention to the Security.
- (d) The Company as registered proprietor shall appoint the Security Agent as its agent to apply for the particulars of the Debenture and of the Secured Parties' interest in any Intellectual Property which is registrable to be registered with any relevant registry or other authority, and the Company agrees to promptly do all things and execute all documents and forms required to enable those particulars or interests to be registered with any relevant registry or other authority.

3.2 Conversion of Floating Charge

- (a) Without prejudice to the Security, the Security Agent may at any time by notice in writing to the Company convert the floating charge created by it pursuant to Clause 3.2 (*Floating Charge*) of the Debenture (such Clause being set out herein in paragraph 1.2. above) with immediate effect into a fixed charge or legal assignment as regards all or any of the Collateral specified in the notice:
 - (i) at any time after the occurrence of an Event of Default which is continuing and which is not an event described in Clause 9.2, paragraph (b) of the Debenture (such Clause being set out herein in paragraph 1.3(b) below); or
 - (ii) at any time after the Security Agent becomes entitled to appoint a Receiver notwithstanding it may elect not to do so or the Security is otherwise enforceable; or
 - (iii) if the Security Agent reasonably considers such Collateral to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy; or
 - (iv) the Security Agent becomes aware or reasonably believes that steps have been taken which may lead to the presentation of a petition to appoint an administrator in relation to the Company or to wind up the Principal Borrower which in the reasonable opinion of the Security Agent is likely to result in the winding up of the Company or the appointment of such administrator.

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- (b) The floating charge created by the Company pursuant to Clause 3.2 (*Floating Charge*) of the Debenture (such Clause being set out herein in paragraph 1.2 above) will (in addition to the circumstances in which the same will occur under general law) automatically be converted with immediate effect into a fixed charge:
- (i) on the convening of any general meeting of the members of the Principal Borrower for the purposes of considering any resolution for its winding-up, dissolution, compromise, arrangement or reconstruction; or
 - (ii) on the commencement of any legal proceedings (or their renewal after a stay) by the Company or any of its directors or shareholders or other person for its winding-up or the making of an administration order (or any order having the same or similar effect) in relation to it; or
 - (iii) on the making of an order by a competent court or the passing of a resolution for the winding-up, dissolution, administration, compromise, arrangement or reconstruction of the Company or the appointment of any receiver, administrator, administrative receiver or any similar officer in relation to it or any and all of its property, assets or revenues; or
 - (iv) if the Company fails to comply with its obligations under Clause 8 (*Negative Pledge*) of the Debenture (such Clause being set out herein in paragraph 2 above) or the Company takes or threatens to take any action which the Security Agent considers likely to result in a breach thereof;
 - (v) upon any person taking any step with a view to levying/if any person levies or attempts to levy distress against any of the Collateral of the Company or any judgment creditor taking any step with a view to enforcing/enforces or attempts to enforce against any of the Collateral of the Company a judgment obtained against it whether by a warrant of execution, writ of fieri facias, garnishee order, charging order or otherwise; or
 - (vi) if any other floating charge created by the Company crystallises for any reason.
- (c) The giving by the Security Agent of a notice pursuant to Clause 9.2(a) (*Conversion of Floating Charge*) of the Debenture (such Clause being set out herein in paragraph 1.3(a) above) in relation to any class of the Collateral shall not be construed as a waiver or abandonment of the Security Agent's right to serve similar notices in respect of any other class of the Collateral or its other rights under the Debenture or any other Transaction Document.

Specified Securities

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- (d) On the giving by the Security Agent of a notice pursuant to Clause 9.2(a) (*Conversion of Floating Charge*) of the Debenture (such Clause being set out herein in paragraph 1.3(a) above) or the conversion of a floating charge into a fixed charge pursuant to Clause 9.2(b) (*Conversion of Floating Charge*) of the Debenture (such Clause being set out herein in paragraph 1.3(b) above), the Company shall, at its own expense, promptly execute and/or deliver such documents in such form as the Security Agent shall reasonably require in order to perfect such fixed charge.

3.3 Security in Jeopardy

If at any time it shall appear to the Security Agent (acting reasonably) that any of the Collateral is in danger of seizure, distress, attachment, execution, diligence or other legal process, or that the Security shall for any other reason be in jeopardy, the Security Agent shall be entitled without notice to the Company to take possession of and hold the same or to appoint a Receiver of such Collateral. The provisions of Clause 10 (Administrator and Receiver) of the Debenture shall govern the appointment, removal and powers of a Receiver appointed under Clause 9.3 of the Debenture (such Clause being set out herein in this paragraph 3.3) as if it were a Receiver appointed under Clause 10 (Administrator and Receiver) of the Debenture and the Company shall, at its own expense, promptly execute such deeds and other agreements and otherwise take whatever action the Security Agent may require in order to enable the Security Agent to exercise its rights contained in Clause 9.3 of the Debenture (such Clause being set out herein in this paragraph 3.3).

3.4 Continuing Security

The Security constituted by the Debenture shall be a continuing security and will extend to the ultimate balance of the Secured Obligations notwithstanding any interim or intermediate payment, discharge or settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect (or be prejudiced or affected by) the security constituted by any Security Interest, guarantee or other assurance now or hereafter held by the Security Agent or any right or remedy of the Security Agent in respect of the same and shall not be in any way prejudiced or affected by the invalidity thereof, or by the Security Agent now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same, or any rights which it may now or hereafter have, or giving time for payment or indulgence or compounding with any other person liable

Accounts**APPENDIX 4 TO COMPANIES FORM NO. 395****COMPANY NAME: LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED****COMPANY NUMBER: 2067231****Page 1 of 5****Account(s)**

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

Accounts**APPENDIX 4 TO COMPANIES FORM NO. 395****COMPANY NAME: LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED****COMPANY NUMBER: 2067231****Page 2 of 5**

Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20091861	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC LIMITED ATM MACHINE BUSINESS CURRENT ACCOUNT	16 04 00	ATM MACHINE LE RECEPTION
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20091896	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED - BIRMINGHAM	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092000	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED CENTRAL SERVICES BUSINESS CURRENT ACCOUNT	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092159	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED ENFIELD 456	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092167	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED SANDWELL 440	16 04 00	TELFORD PETTY CASH

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Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092248	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED ROCHESTER 453	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092264	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED LEEDS 427	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092280	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED NORTHAMPTON 404	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092299	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED WARRINGTON 445	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092310	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED NOTTINGHAM 455	16 04 00	PETTY CASH

Accounts

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1 Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092329	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED GLASGOW 446	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092345	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED WASHINGTON 447	16 04 00	PETTY CASH
Royal Bank of Scotland London Corporate SC PO Box 39952 2½ Devonshire Square London, EC2M 4XJ	20092396	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED BURTON SALES OFFICE	16 04 00	PETTY CASH
Royal Bank of Scotland London Manchester Service Centre, 150-182 The Quays, Salford Manchester	10007150	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED T/A LEISURE LINK	16 10 65	CURRENT A/C
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1534335	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK SUNDRY RECEIPT ACCOUNT	72 00 00	SALES LEDGER
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	2030209	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT BUS CASH	72 00 00	PETTY CASH

Accounts

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Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1534734	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	2030217	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT (EXETER)	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1534777	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED BUS CASH A/C- HEDGE END	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1534823	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ENTERTAINMENT LIMITED BUS CASH A/C - NORWICH	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1698516	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	2861011	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE LINK ENTERTAINMENT LIMITED (BUSINESS CASH)	72 00 00	PETTY CASH
Alliance & Leicester Bridle Road Bootle Merseyside, G1R 0AA	1476173	LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED	LEISURE PROJECTS LEISURE LINK ELECTRONIC ENTERTAINMENT	72 00 00	LEISURE PROJECTS

Intellectual Property

APPENDIX 5 TO COMPANIES FORM NO. 395

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Intellectual Property

Patent and Patent Applications

NONE

Trade Mark Applications and Registrations

NONE

Domains

Name	Registered Proprietor	Renewal Date
leisure-link.com	Leisure Link Electronic Entertainment Limited	30.09.07
leisure-link.co.uk	Leisure Link Electronic Entertainment Limited	7.10.06
llg.co.uk	Leisure Link Electronic Entertainment Limited	7.10.06

NONE

Licences

APPENDIX 6 TO COMPANIES FORM NO. 395

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Licences

Gaming Board Certificates

GBD	Issue Date	Renewal Date
99/3261/1	12.02.2002	14.04.2007

Consumer Credit Licences

No.	Issue Date	Renewal Date
358327	18.06.2003	18.06.2008

Data Protection Registrations

Registration No.	Registration Date	Renewal Date
Z6857454	05.07.2002	04.07.2005

Material Contracts

APPENDIX 7 TO COMPANIES FORM NO. 395

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Material Contracts

NONE

Policies

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Details of Policies

Insurer	Policy No.	Type of Account
Zurich Commercial	CJ192086/1	Material Damage/Business Interruption
Zurich Commercial	JN396949/1	Computer
Chubb Insurance Company of Europe S.A.	64783536	Personal Accident/Travel
AIG Europe	31600255	Fidelity Guarantee

Securities

APPENDIX 9 TO COMPANIES FORM NO. 395

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Securities

NONE

Property**APPENDIX 10 TO COMPANIES FORM NO. 395****COMPANY NAME: LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED****COMPANY NUMBER: 2067231****Page 1 of 2****Property****Registered Land****(Freehold or leasehold property in England and Wales of which the Chargor is registered as the proprietors at H.M. Land Registry)****Leasehold Property**

Date of Lease	Parties	Expiry Date	Short Description of Property	Title Number
None at the date of this Accession Deed				

Unregistered Land**(Freehold or leasehold property in England and Wales title to which is not registered at H.M. Land Registry of which Leisure Link Electronic Entertainment Limited is the owner)****Leasehold Property**

Date of Lease	Parties	Expiry Date	Short Description of Property
2 August 1996 (as amended and renewed by a Lease dated 23 January 2002 and as at the date of this Accession Deed expired but continuing under the Landlord & Tenant Act 1954)	(1) Leisure Link Electronic Entertainment Limited (2) Finlan Property Developments Limited	29 September 2005 (Continuing under the Landlord & Tenant Act 1954)	Ground, First and Second Floors, 3, The Maltings Wetmore Road Burton-on-Trent Staffordshire DE14 1SE

Property

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2 August 1996 (as amended and renewed by a Lease dated 23 January 2002 and as at the date of this Accession Deed expired but continuing under the Landlord & Tenant Act 1954)	(1) Leisure Link Electronic Entertainment Limited (2) Finlan Property Developments Limited	20 September 2005 (Continuing under the Landlord & Tenant Act 1954)	Third Floor, 3, The Maltings Wetmore Road Burton-on-Trent Staffordshire DE14 1SE
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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02067231

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCESSION DEED DATED THE 2nd JUNE 2006 AND CREATED BY LEISURE LINK ELECTRONIC ENTERTAINMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR OR ANY OTHER OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JUNE 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES