

MG01

Particulars of a mortgage or charge



250969 (117)

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a charge on a
company. To do this, please use
form MG01s

MONDAY



A1EAF8FS

A07

30/07/2012

#184

COMPANIES HOUSE

For official use

1 Company details

Company number 0 2 8 8 4 0 5 7

Company name in full UK Lottery Management Limited (the **Chargor**)

2

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d1 d8 m0 m7 y2 y0 y1 y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A security agreement dated 18 July 2012 between the **Chargor**, Sportech plc, Sportech Gaming Limited, The Football Pools Limited, Football Pools 1923 Limited, Vernons Games Limited, Vernons Financial Services Limited, Sportech Holdco 1 Limited, Sportech Holdco 2 Limited, Pools Promotions Limited (together the **Original Chargors** and each an **Original Chargor**)) and Bank of Scotland plc (the **Security Agent**) (the **Security Agreement**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All the Secured Liabilities (as defined in the Continuation Pages referred to in Section 6 (Short particulars of all the property mortgaged or charged (the **Continuation Pages**))) and all other present and future assets of each **Chargor** (other than any shares in Sportech Alderney Limited owned by it or held by a nominee on its behalf)

Continuation page
Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Bank of Scotland plc

Address CityMark, 150 Fountainbridge,
Edinburgh

Postcode E H 3 9 P E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

Please see Continuation Pages below

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X ALLEN & OVERY LLP X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Yubing Zhu (0033364-0000109)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX 73LONDON

Telephone +44 (0) 20 3 088 2788



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Security Agreement
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of the Chargor (other than any shares in Sportech Alderney Limited owned by it or held by a nominee on its behalf),
 - (iii) is security for the payment of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document
 - (i) the Chargor must notify the Security Agent promptly,
 - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself,
 - (iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured as soon as practicable, and
 - (iv) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it
- (c) The Security Agent holds the benefit of the Security Agreement on trust for the Secured Parties
- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) of the Security Agreement or in the schedule to any Deed of Accession (if any) by which any Chargor became party to the Security Agreement does not affect the validity or enforceability of this Security

1.2 Investments

- (a) The Chargor charged
 - (i) by way of a first legal mortgage all shares in any member of the Group (other than itself or Sportech Alderney Limited) owned by it or held by any nominee on its behalf, and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

behalf (other than its interest in shares in Sportech Alderney Limited),

and this includes, in each case, any shares, stocks, debentures, bonds or other securities and investments specified in Part 1 of Schedule 2 (Security of Assets) of the Security Agreement under its name or in Part 2 of the schedule to any Deed of Accession by which it became party to the Security Agreement

- (b) A reference in this Subclause 1.2 to a mortgage or charge of any stock, share, debenture, bond or other security includes
- (i) any dividend or interest or other distribution paid or payable in relation to it, and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.3 Plant and Machinery

The Chargor has under the Security Agreement charged by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant or Machinery in its possession

1.4 Insurances

The Chargor has under the Security Agreement assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest but excluding any contract or policy relating to third party liability insurance or public liability insurance

1.5 Other contracts

The Chargor has under the Security Agreement assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 1, this includes the agreements (if any) specified in Part 2 of Schedule 2 (Security Assets) of the Security Agreement under its name or in Part 3 of the schedule to any Deed of Accession by which it became party to the Security Agreement, in each case under the heading **Relevant Contracts**,
- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

1.6 Intellectual property

The Chargor has under the Security Agreement charged by way of a first fixed charge, all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Part 2 of

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 2 (Security Assets) of the Security Agreement under its name or in Part 4 of the schedule to any Deed of Accession by which it became party to the Security Agreement, in each case under the heading **Specific Intellectual Property Rights**,

- (b) any copyright or other intellectual property monopoly right, or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

1.7 Miscellaneous

The Chargor has under the Security Agreement charged by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above of this Subclause 1 6, and
- (e) its uncalled capital

1.8 Floating charge

- (a) The Chargor has under the Security Agreement charged by way of a first floating charge
 - (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 1 (other than any shares in Sportech Alderney Limited owned by it or held by any nominee on its behalf), and
 - (ii) all of its assets, present and future, situated in Scotland or otherwise governed by Scots law
- (b) Except as provided in paragraph (c) below of this Subclause 1 8 and in relation to assets situated in Scotland or otherwise governed by Scots law, to the extent competent under Scots law, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under this Subclause 1 8 into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) an Event of Default is continuing,
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, diligence, execution or other legal process or to be otherwise in jeopardy, or

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (iii) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 3 (Restrictions on dealings) of the Security Agreement
- (c) The floating charge created by this Subclause 1 8 may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986
- (d) The floating charge created by this Subclause 1 8 will automatically convert into a fixed charge (in relation to assets situated in Scotland or otherwise governed by Scots law, to the extent competent under Scots law) over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by this Subclause 1 8 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (f) The giving by the Security Agent of a notice under paragraph (b) above of this Subclause 1 8 in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under the Security Agreement or any other Finance Document

1.9 Trust Accounts

- (a) Notwithstanding any other provision of the Security Agreement, the Trust Accounts and all monies from time to time standing to the credit of the Trust Accounts and all rights of the Chargor thereto shall not be subject to any Security created under the Security Agreement and shall be excluded from the Security Assets
- (b) Notwithstanding any other provision of the Security Agreement, the Security Agent hereby acknowledges and confirms that, to the extent permitted by the Credit Agreement
 - (i) the Chargor is free to deal with the Trust Accounts and all monies from time to time standing to the credit of the Trust Accounts as it sees fit, and
 - (ii) the Security Agent has no rights or remedies in relation to the Trust Accounts and / or all monies from time to time standing to the credit of the Trust Accounts whether by way of set-off, combination, consolidation or otherwise

2. RESTRICTIONS ON DEALINGS

No Chargor may

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) create or permit to subsist any Security Interest on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
except as expressly allowed under the Credit Agreement

SCHEDULE 2

SECURITY ASSETS

PART 1

SHARES

Name of company in which shares are held	Name of shareholder	Class of shares held	Number of shares held
UKCL Limited	UK Lottery Management Limited	Ordinary Shares	2

PART 2

RELEVANT CONTRACTS

None

PART 3

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

None

In this Form MG01:

Acceptable Bank means

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Baa2 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency,
- (b) an Original Lender provided that it is a Lender, or an Affiliate of a Lender, or
- (c) any other bank or financial institution approved by the Agent

Accession Deed means a document substantially in the form set out in Schedule 7 (Form of Accession Deed) of the Credit Agreement

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Accounting Principles means, in the case of the Parent, generally accepted accounting principles in the UK, including IFRS and, in the case of any other Obligor, generally accepted accounting principles in the jurisdiction in which it is resident for taxation purposes

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

Additional Chargor means a member of the Group which becomes a Chargor by executing a Deed of Accession to the Security Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

Additional Obligor means an Additional Borrower or an Additional Guarantor

Affiliate means

- (a) in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company, but
- (b) notwithstanding paragraph (a) above, in relation to The Royal Bank of Scotland plc, an Affiliate shall not include
 - (i) the UK government or any member or instrumentality of it, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities of them), or
 - (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality of it (including Her Majesty's Treasury and UK Financial Investments Limited),

and which are not part of The Royal Bank of Scotland Group plc and its Subsidiaries

Agent means Bank of Scotland plc

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 (Ancillary Facilities) of the Credit Agreement

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 7 (Ancillary Facilities) of the Credit Agreement

Base Currency means Sterling

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

Business Day means a day (other than a Saturday or Sunday) on which banks are open for

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

general business in London and

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day

Cash Equivalent Investments means at any time

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, or by an instrumentality or agency of any of them having an equivalent credit rating,

(c) open market commercial paper not convertible or exchangeable to any other security

(i) for which a recognised trading market exists,

(ii) issued by an issuer incorporated in the United States of America or the United Kingdom,

(iii) which matures within one year after the relevant date of calculation,

(iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,

(d) Sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank, or

(e) any other debt security approved by the Majority Lenders,

in each case, to which any member of the Group is alone (or together with other Obligors) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents) and which is, or the proceeds of which are, capable of being applied against Financial Indebtedness of the Obligors

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

Chargor means an Original Chargor and any Additional Chargor

Class 1 Transaction means a transaction that would be treated as a Class 1 transaction under and as defined in The Listing Rules issued by the Financial Services Authority, either as at the date of the Credit Agreement or as subsequently amended

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Commitment means a Facility A Commitment or a Facility B Commitment

Compliance Certificate means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) of the Credit Agreement

Credit Agreement means the £75,000,000 credit agreement dated on or about the date of the Security Agreement between (among others) the Chargors and the Security Agent

Deed of Accession means a deed substantially in the form of Schedule 4 (Form of Deed of Accession) of the Security Agreement

Default means an Event of Default or any event or circumstance specified in Clause 26 (Events of Default) of the Credit Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

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

Dormant Subsidiary means

- (a) any member of the Group listed in Schedule 14 (Dormant Subsidiaries) of the Credit Agreement provided it does not, at any time after the date of the Credit Agreement, legally or beneficially own assets (including without limitation indebtedness owed to it) which in aggregate have a value greater than the amount listed by that member of the Group in that Schedule, or
- (b) any other member of the Group which does not own, legally or beneficially, assets (including, without limitation, indebtedness owed to it) which in aggregate have a value of £100,000 or more,

and which does not trade, for itself or as agent for any other person

Dutch Civil Code means the *Burgerlijk Wetboek*

EBITDA has the meaning given to that term in Clause 24.1 (Financial definitions) of the Credit Agreement

Event of Default means any event or circumstance specified as such in Clause 26 (Events of Default) of the Credit Agreement

Existing Facilities means the facilities made available under the £86,000,000 senior facilities agreement dated 7 November 2007 between, among others, the Parent and Bank of Scotland plc

Extended Termination Date means 31 August 2016

Extension Option has the meaning given to that term in Clause 8.2 (Extension Option) of the Credit Agreement

Facility A means the revolving credit facility made available under the Credit Agreement as

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

described in Clause 2 1(a)(i) (The Facilities) of the Credit Agreement

Facility A Commitment means

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part 2 of Schedule 1 (The Parties) of the Credit Agreement and the amount of any other Facility A Commitment transferred to it under the Credit Agreement or assumed by it in accordance with Clause 2 2 (Increase) of the Credit Agreement, and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the Credit Agreement or assumed by it in accordance with Clause 2 2 (Increase) of the Credit Agreement,

to the extent not cancelled, reduced or transferred by it under the Credit Agreement

Facility A Loan means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan

Facility B means the revolving credit facility made available under the Credit Agreement as described in Clause 2 1(a)(ii) (The Facilities) of the Credit Agreement

Facility B Commitment means

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B Commitment" in Part 2 of Schedule 1 (The Parties) of the Credit Agreement and the amount of any other Facility B Commitment transferred to it under the Credit Agreement or assumed by it in accordance with Clause 2 2 (Increase) of the Credit Agreement, and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred to it under the Credit Agreement or assumed by it in accordance with Clause 2 2 (Increase) of the Credit Agreement,

to the extent not cancelled, reduced or transferred by it under the Credit Agreement

Facility B Loan means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan

Fee Letter means any letter or letters dated on or about the date of the Credit Agreement between the Arrangers and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 15 (Fees) of the Credit Agreement together with any agreement setting out fees payable to a Finance Party referred to in Clause 2 2 (Increase), Clause 15 5 (Interest, commission and fees on Ancillary Facilities) or otherwise under the Credit Agreement or under any other Finance Document

Finance Document means the Credit Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, each Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Parent **provided that** where the term "Finance Document" is used in, and construed

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

for the purposes of, the Credit Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

- (a) the definition of Material Adverse Effect,
- (b) paragraph (b) of the definition of Permitted Financial Indebtedness,
- (c) paragraph (a) of the definition of Permitted Transaction,
- (d) the definition of Transaction Security Document,
- (e) paragraph (a)(v) of Clause 1 2 (Construction) of the Credit Agreement,
- (f) Clause 21 (Guarantee and Indemnity) of the Credit Agreement, and
- (g) Clause 26 (Events of Default), (other than paragraph (b) of Clause 26 17 (Repudiation and rescission of agreements) and Clause 26 20 (Acceleration) of the Credit Agreement

Finance Lease has the meaning given to that term in Clause 24 1 (Financial definitions) of the Credit Agreement

Finance Party means the Agent, the Arrangers, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender **provided that** where the term "Finance Party" is used in, and construed for the purposes of, the Credit Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

- (a) the definition of Secured Parties,
- (b) paragraph (a)(i) of Clause 1 2 (Construction) of the Credit Agreement,
- (c) paragraph (c) of the definition of Material Adverse Effect,
- (d) Clause 21 (Guarantee and Indemnity) of the Credit Agreement, and
- (e) Clause 31 (Conduct of Business by the Finance Parties) of the Credit Agreement

Financial Indebtedness means any indebtedness for or in respect of

- (f) moneys borrowed and debit balances at banks or other financial institutions,
- (g) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),
- (h) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument,
- (i) the amount of any liability in respect of Finance Leases,
- (j) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under the

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Accounting Principles),

- (k) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),
- (l) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any member of the Group relating to any post-retirement benefit scheme,
- (m) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Termination Date or are otherwise classified as borrowings under the Accounting Principles,
- (n) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply,
- (o) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles, and
- (p) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above in this definition

Financial Year has the meaning given to that term in Clause 24 1 (Financial definitions) of the Credit Agreement

Gaming Transaction means any transaction in which a member of the Group accepts a bet or wager or otherwise enters into an arrangement for gaming or betting on a business-to-consumer basis, but not a transaction where the person acts merely as a facilitator for the placing and/or acceptance of bets by others or provides services to assist or otherwise enable other persons to enter into a gaming or betting transaction or arrangement

Group means the Parent and each of its Subsidiaries for the time being

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

Hedge Counterparty means Bank of Scotland plc or any other Lender which has entered into a Hedging Agreement

Hedging Agreement means each of the following entered into with Bank of Scotland PLC

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) an interest rate swap confirmation in respect of transaction number 265175/1343565TS dated 16 January 2008,
- (b) an interest rate swap confirmation in respect of transaction number 1337747TS/1337751TS dated 18 March 2009,
- (c) an interest rate swap confirmation in respect of transaction number 1337754TS/1337757TS dated 18 March 2009,
- (d) an interest rate swap confirmation in respect of transaction number 1337764TS/1337766TS dated 18 March 2009, and
- (e) any other master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by a Borrower and Hedge Counterparty for the purposes of hedging interest rate exposures

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Hubbing Contracts means the hubbing contracts which are, at the date of the Credit Agreement, entered into between (a) members of the Group incorporated in Ireland and Germany and (b) persons outside the Group to enable co-mingling of horseracing and other pools between various persons utilising the Group's technology infrastructure, in return for which the Group receives revenue

Initial Termination Date means 31 August 2015

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)

Intercreditor Agreement means the intercreditor agreement entered into on or about the date of the Credit Agreement and made between, among others, the Parent, the Mandated Lead Arrangers, the Agent, the Security Agent and the Hedge Counterparty

Interest Period means, in relation to a Loan, each period determined in accordance with Clause 13 (Interest Periods) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 12 3 (Default interest) of the Credit Agreement

Isle of Man Joint Venture means an investment by the Group in Premier Gateway International Limited, a company incorporated in the Isle of Man

Joint Venture means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2.2 (Increase) or Clause 27 (Changes to the Lenders) of the Credit Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Credit Agreement (and together **Lenders**)

Liverpool Property means the leasehold land lying to the south west of Charnock Road, Aintree, registered at the Land Registry (title number MS471485), and the leasehold land lying to the south east of Charnock Road, Aintree, registered at the Land Registry (title number MS471486), each leased by Football Pools 1923 Limited at the date of the Credit Agreement

Loan means a Facility A Loan or a Facility B Loan

Majority Lenders means a Lender or Lenders whose Commitments aggregate at least 66 2/3 per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated at least 66 2/3 per cent of the Total Commitments immediately prior to that reduction)

Mandated Lead Arrangers means Bank of Scotland plc, Barclays Bank plc and the Royal Bank of Scotland plc

Material Adverse Effect means a material adverse effect on

- (a) the business, assets, operations or financial condition of the Group taken as a whole, or
- (b) the ability of an Obligor to comply with its payment obligations under any of the Finance Documents (taking into account the financial resources available to the Obligors) and/or its obligations under Clause 24.2 (Financial covenants) of the Credit Agreement, or
- (c) the validity, legality or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents

Month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day,
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month, and

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end

The above rules will only apply to the last Month of any period **Monthly** shall be construed accordingly

New Haven Property means the real property and improvements known as 600 Long Wharf Drive, New Haven, County of New Haven, Connecticut

Obligor means a Borrower or a Guarantor

Optional Currency means a currency (other than the Base Currency) which complies with the conditions set out in Clause 4.3 (Conditions relating to Optional Currencies) of the Credit Agreement

Original Borrower means the companies listed in Part 1 of Schedule 1 (The Parties) as original borrowers of the Credit Agreement

Original Chargor means the companies listed in Schedule 1 (Original Chargors) of the Security Agreement

Original Guarantor means the companies listed in Part 1 of Schedule 1 (The Parties) as original guarantors of the Credit Agreement

Original Lender means the financial institutions listed in Part 2 of Schedule 1 (the Parties) of the Credit Agreement

Parent means Sportech plc, a company incorporated in Scotland with registered number SC069140 and with its registered office at 249 West George Street, Glasgow G2 4RB

Party means a party to the Credit Agreement

Permitted Acquisition means

- (a) an acquisition by a member of the Group of an asset sold, leased, transferred or otherwise disposed of by another member of the Group in circumstances constituting a Permitted Disposal,
- (b) an acquisition of shares or securities by a member of the Group which is a Holding Company in its immediate Subsidiary where (if the existing shares of the Subsidiary are the subject of the Transaction Security) the newly-issued shares also become subject to the Transaction Security on the same terms,
- (c) an acquisition of securities which are Cash Equivalent Investments so long as those Cash Equivalent Investments become subject to the Transaction Security as soon as is reasonably practicable,
- (d) the incorporation of a company or a Dutch cooperative (*coöperatie*) with limited liability which on incorporation becomes a member of the Group but only if

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) that company or Dutch cooperative (*coöperatie*) is incorporated in Scotland, England or Wales, Ireland, the Netherlands, (or such other jurisdiction in which the Group already operate at the date of the Credit Agreement or otherwise as may be agreed in writing by the Parent and the Agent from time to time) with limited liability, and
- (ii) the shares in the company are owned by an Obligor, Security over the shares of that company, in form and substance satisfactory to the Agent, is created in favour of the Security Agent within 30 days of the date of its incorporation,
- (e) an acquisition, for cash consideration or the issuance of shares in the Parent (save, in either case, to the extent that it would constitute a Class 1 Transaction), of (A) all of the issued share capital of a limited liability company or (B) a business or undertaking carried on as a going concern, but only if
 - (i) no Default is continuing on the closing date for the acquisition or would occur as a result of the acquisition,
 - (ii) the total amount of
 - (A) initial cash consideration (including associated costs and expenses), and
 - (B) any Financial Indebtedness or other assumed actual or contingent liability, in each case remaining in the acquired company (or any such business) at the date of acquisition, and
 - (C) any deferred consideration the payment of which, at the time of the acquisition, is contractually payable in cash without any conditions to be satisfied, and
 - (D) any contingent deferred consideration which will (if the relevant conditions are met) be contractually payable in cash, except for any portion of the consideration which the Parent forecasts on the date of the acquisition (based on recent historical information and fair and reasonable assumptions)
 - I will not become payable because the conditions will not be met, or
 - II will not (at the end of the period for which the relevant performance is assessed) exceed the increase in the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of the acquired company (or any such business) above the amount which would have been attributable to that company (or business), for the period for which the relevant performance is assessed, if it had made earnings before interest, tax, depreciation and amortisation at the same rate as in the 12 Month period prior to acquisition,

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

less

(E) any amounts funded by the issuance of new equity in the Parent and received by members of the Group for the purposes of funding that acquisition,

does not exceed in aggregate £10,000,000 (or its equivalent) in any 12 Month period, and

(f) an acquisition approved in writing by the Majority Lenders

Permitted Disposal means any sale, lease, licence, transfer or other disposal which is on arm's length terms

(a) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity,

(b) of any asset by a member of the Group (the **Disposing Company**) to another member of the Group (the **Acquiring Company**), but if

(i) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor,

(ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and

(iii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company,

(c) of assets (other than shares, businesses, any Properties or any Intellectual Property) in exchange for other assets comparable or superior as to type, value and quality which are acquired within three Months of the date of the disposal of the original asset,

(d) of the New Haven Property or the Liverpool Property,

(e) of cash as a lawful dividend payment by a member of the Group and not prohibited by Clause 25 38 (Spot the Ball/HMRC liquidity) of the Credit Agreement,

(f) of cash for the purposes of paying the consideration for a Permitted Acquisition or under the SGR Acquisition Agreement,

(g) of obsolete or redundant vehicles, plant and equipment for cash,

(h) of Cash Equivalent Investments for cash or in exchange for other Cash Equivalent Investments,

(i) constituted by a licence of intellectual property rights permitted by Clause 25 24 (Intellectual Property) of the Credit Agreement,

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (j) (other than shares, businesses, any Properties or any Intellectual Property) to a Joint Venture, to the extent permitted by Clause 25.9 (Joint ventures) of the Credit Agreement including the assignment of Hubbing Contracts to the Isle of Man Joint Venture,
- (k) arising as a result of any Permitted Security, and
- (l) of assets (other than shares, business, any Properties or any Intellectual Property) for cash where the higher of the market value and net consideration receivable (when aggregated with the higher of the market value and net consideration receivable for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs) does not exceed £2,000,000 (or its equivalent) in any Financial Year of the Parent

Permitted Financial Indebtedness means Financial Indebtedness

- (a) prior to the first Utilisation Date, arising under the Existing Facilities and related hedging arrangements,
- (b) arising under the Finance Documents,
- (c) to the extent covered by a letter of credit, guarantee or indemnity issued under an Ancillary Facility,
- (d) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade or in respect of Loans in Optional Currencies, but not a foreign exchange transaction for investment or speculative purposes,
- (e) arising under any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and Hedge Counterparty for the purposes of hedging interest rate exposures,
- (f) arising under a Permitted Loan or a Permitted Guarantee or as permitted by Clause 25.28 (Treasury Transactions) of the Credit Agreement,
- (g) of any person acquired by a member of the Group after the date of the Credit Agreement which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or having its maturity date extended in contemplation of, or since, that acquisition, and outstanding only for a period of four Months following the date of acquisition,
- (h) under finance or capital leases of vehicles, plant, equipment or computers, provided that the aggregate capital value of all such items so leased under outstanding leases by members of the Group does not exceed £1,000,000 (or its equivalent in other currencies) at any time,
- (i) constituted by any deferred consideration payable in respect of a Permitted Acquisition or under the SGR Acquisition Agreement, and

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (j) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding amount of which does not exceed £5,000,000 (or its equivalent) in aggregate for the Group at any time

Permitted Guarantee means

- (a) the endorsement of negotiable instruments in the ordinary course of trade,
- (b) any performance or similar bond guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade,
- (c) any guarantee of any liabilities of a Joint Venture to the extent permitted by Clause 25 9 (Joint ventures) of the Credit Agreement,
- (d) any guarantee permitted under Clause 25 19 (Financial Indebtedness) of the Credit Agreement,
- (e) any joint and several liability arising under a declaration of joint and several liability used for the purpose of section 2 403 of the Dutch Civil Code,
- (f) any joint and several liability arising as a result of the establishment of a fiscal unity (*fiscale eenheid*) between any Obligor and its subsidiaries, each incorporated in the Netherlands,
- (g) any customary indemnity in favour of the agent or security agent under the Existing Facilities, given under the Existing Facilities, and
- (h) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (d) of the definition of Permitted Security

Permitted Loan means

- (a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its trading activities,
- (b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, Permitted Financial Indebtedness (except under paragraph (d) of that definition),
- (c) a loan made to a Joint Venture to the extent permitted under Clause 25 9 (Joint ventures) of the Credit Agreement,
- (d) a loan made by an Obligor to another Obligor,
- (e) a loan made by a member of the Group which is not an Obligor to another member of the Group which is not an Obligor,
- (f) any loan made by an Obligor to a member of the Group which is not an Obligor so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed £1,500,000 (or its equivalent) at any time,

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (g) any loan made by a member of the Group which is not an Obligor to an Obligor so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed £3,500,000 (or its equivalent) at any time,
- (h) any loan between a Dormant Subsidiary and a member of the Group existing as at the date of the Security Agreement and details of which have been provided to the Agent in accordance with Clause 4.1 (Initial conditions precedent) of the Credit Agreement, and
- (i) a loan made by a member of the Group to an employee or director of any member of the Group, in accordance with the Group's normal policy, if the amount of that loan when aggregated with the amount of all loans to employees and directors by members of the Group does not exceed £100,000 (or its equivalent) at any time,

so long as in the case of paragraphs (d) and (f) above, the creditor of such Financial Indebtedness shall (if it is an Obligor) grant security over its rights in respect of such Financial Indebtedness in favour of the Secured Parties on terms acceptable to the Agent (acting on the instructions of the Majority Lenders)

Permitted Security means

- (a) any Security or Quasi-Security under the Finance Documents,
- (b) prior to the first Utilisation Date, any Security or Quasi Security securing indebtedness under the Existing Facilities and related hedging arrangements,
- (c) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,
- (d) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors,
- (e) rights of set-off arising in the ordinary course of trading between any member of the Group and its suppliers or customers pursuant to its suppliers or its standard or usual terms,
- (f) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,
- (g) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the date of the Credit Agreement if

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,
- (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group, and
- (iii) the Security or Quasi-Security is removed or discharged within four Months of the date of acquisition of such asset,
- (h) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the date of the Credit Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group if
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,
 - (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company, and
 - (iii) the Security or Quasi-Security is removed or discharged within four Months of that company becoming a member of the Group,
- (i) any Security or set-off arrangements arising under clauses 24 and 25 of the general terms and conditions of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*) or any similar terms applied by financial institutions in any other jurisdiction,
- (j) any netting or set-off arrangements arising under any Treasury Transaction which is permitted by the Finance Documents,
- (k) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (h) of the definition of **Permitted Financial Indebtedness**, and
- (l) any Security or Quasi-Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (j) above) does not exceed £2,500,000 (or its equivalent) at any time

Permitted Transaction means

- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents,
- (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group,

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms, or

(d) other transactions carried out with the prior written consent of the Agent

Plant and Machinery means in relation to any Chargor any plant, machinery, computers, office equipment or vehicles owned by that Chargor

Properties means the Liverpool Property, the New Haven Property and the Windsor Locks Property and any other freehold or leasehold property acquired by a member of the Group after the date of the Credit Agreement in any jurisdiction

Quasi-Security has the meaning given to that term in Clause 25 14 (Negative pledge) of the Credit Agreement

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Credit Agreement

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and as principal, guarantor or surety or in any other capacity) of each Obligor to any Secured Party under each Finance Document, except for any obligation which, if it were so included, would result in the Security Agreement contravening Section 678 or 679 of the Companies Act 2006

Secured Parties means each Finance Party from time to time and any Receiver or Delegate

Security means a mortgage, charge, pledge, lien standard security, assignment by way of security, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Agent means Bank of Scotland plc

Security Assets means all assets of each Chargor the subject of any security created by the Security Agreement

Security Interest means Security as defined in the Credit Agreement

SGR Acquisition Agreement means the purchase agreement dated on or around 27 January 2010 relating to the sale and purchase of the certain interests and made between Sportech PLC and certain of its subsidiaries and Scientific Games Corporation and certain of its subsidiaries

Sterling and £ means the lawful currency of the UK

Subsidiary means, in relation to any company, corporation or legal entity (a **holding company**), any company, corporation or legal entity

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) which is controlled, directly or indirectly, by the holding company, or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (c) which is a subsidiary of another subsidiary of the holding company,

and, for these purposes, a company, corporation or legal entity shall be treated as being controlled by another if that other company, corporation or legal entity is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

TARGET2 means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007

TARGET Day means any day on which TARGET2 is open for the settlement of payments in euro

Termination Date means

- (a) the Initial Termination Date, or
- (b) if any Lender has agreed to the exercise of the Extension Option, the Extended Termination Date

Total Commitments means the aggregate of the Total Facility A Commitments and the Total Facility B Commitments, being £75,000,000 at the date of the Credit Agreement

Total Facility A Commitments means the aggregate of the Facility A Commitments, being £60,000,000 at the date of the Credit Agreement

Total Facility B Commitments means the aggregate of the Facility B Commitments, being £15,000,000 at the date of the Credit Agreement

Trade Instruments means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Group arising in the ordinary course of trading of that member of the Group

Transaction Security means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

Transaction Security Documents means

- (a) each of the documents listed as being a Transaction Security Document in paragraph 2(d) of Part 1 of Schedule 2 (Conditions Precedent) of the Credit Agreement,
- (b) any document required to be delivered to the Agent under paragraph 17 of Part 2 of Schedule 2 (Conditions Precedent) of the Credit Agreement, and
- (c) any other document entered into by any Obligor creating or expressed to create any

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security over all or any part of its assets in respect of the obligations of any of the Obligor under any of the Finance Documents

Treasury Transactions means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

Trust Accounts means any account in the name of a member of the Group which is operated solely for the purpose of holding amounts beneficially owned by customers of the Group or charities and representing deposits in anticipation of Gaming Transactions or winnings from Gaming Transactions

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents

Utilisation Date means the date on which a Loan is made

Utilisation Request means a notice substantially in the relevant form set out in Schedule 3 (Requests) of the Credit Agreement

Windsor Locks Property means the real property and improvement known as 11 Schoenphoester Road, Windsor Locks, County of Hartford, State of Connecticut, USA



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2884057
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 18
JULY 2012 AND CREATED BY UK LOTTERY MANAGEMENT
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH 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 25 OF THE COMPANIES ACT 2006 ON THE 30 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 AUGUST 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

02