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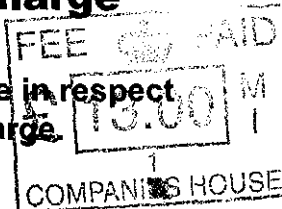
\*Insert full name  
of Company

COMPANIES FORM No. 395

204092/13

## Particulars of a mortgage or charge

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



# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

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

03121578

Name of company

\* SCi Entertainment Group Plc (the "Charging Company")

Date of creation of the charge

27 April 2006

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

Charge over Securities dated 27 April 2006 executed by the Charging Company  
in favour of Barclays Bank PLC (the "Chargee") (the "Charge over  
Securities").

Amount secured by the mortgage or charge

1. All money and liabilities at the date of the Charge over Securities or after due, owing or incurred by  
the Charging Company to the Chargee in any manner. This applies whether the money and liabilities  
are due, owing or incurred actually or contingently; whether by the Charging Company alone or by the  
Charging Company jointly with any other person; whether the Charging Company is a principal or a  
surety; and whether or not the Chargee was a party to the original transaction; and

2. All interest, commission, fees, charges, costs and expenses which the Chargee may charge to the  
Charging Company in the course of its business or incur in respect of the Charging Company or the  
Charging Company's affairs. The interest will be calculated and compounded in accordance with the  
Chargee's usual practice, before and also after any demand or judgment.

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

Barclays Bank PLC  
1 Churchill Place  
London

Postcode E14 5HP

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

Lovells  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

F1/PZA 1948251.1

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see Part II of the attached schedule.

The attached schedule refers to covenants by, and restrictions on, the Charging Company, which protect and further define the charges created by the Charge over Securities and which must be read as part of those charges.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

*Lawells Solicitors*

Date *3 May 2006*

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

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

Notes

† delete as appropriate

- 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

## SCHEDULE TO FORM 395 FOR SCi ENTERTAINMENT GROUP PLC

### PART I

#### DEFINITIONS

In this schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Charge over Securities unless otherwise specified. In this Form 395 the following expressions shall have the following meanings respectively set out below:

**"Charged Securities"** means all Securities and all rights, money and property charged to the Chargee under Clause 3.1 and detailed in Part II of this schedule;

**"Regulations"** means the Uncertificated Securities Regulations 1995;

**"Relevant System"** has the meaning given to that term by the Regulations and means also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit or transfer of Securities and/or the settlement of transactions in them;

**"Secured Sums"** means all money and liabilities covenanted to be paid or discharged by the Charging Company to the Chargee under Clause 2 of the Charge over Securities and detailed in this form 395 under "Amount secured by the mortgage of charge"; and

**"Securities"** means:

- stocks, shares, debentures, notes, bonds warrants, investments, investment fund units or other investments or other securities (within the meaning given to that term by the Regulations), whether certificated or uncertificated and whether in registered or bearer form, including those detailed on the front page (and any continuation page) of the Charge over Securities (being those referred to at (a) of Part II of this schedule); and
- any interest or right (whether legal or equitable) in relation to any of the above held in or subject to the rules and practices of a Relevant System.

### PART II

#### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

By Clause 3.1 the Charging Company, with full title guarantee for the payment or discharge of all Secured Sums, charged to the Chargee:

- (a) by way of fixed charge, 840 Ordinary-A shares in SCi Games Limited, 160 Ordinary-B shares in SCi Games Limited and 142,002,471 Ordinary shares in Eidos PLC, including all proceeds of sale of these Securities;
- (b) by way of fixed charge, all Securities which may in the future be added to or substituted for the Securities charged above, including all proceeds of sale of these additional or substituted Securities;
- (c) by way of fixed charge, all rights and benefits and sums accruing to the Charging Company as a result of any Securities charged above being held in a Relevant System, including the Charging Company's rights against the operator of the Relevant System or any participant in it;

- (d) by way of fixed charge, all rights, benefits, money or property (whether of an income or capital nature) accruing or offered at any time in respect of the Securities charged above, including any dividend, distribution, interest or bonus and any right or benefit arising from consolidation, conversion, exchange, option, preference, redemption, return of capital or in any other way.

### **PART III**

#### **COVENANTS AND RESTRICTIONS**

1. By Clause 3.3, the Charging Company agreed to pay into its bank account with the Chargee, or to any other account that the Chargee directs, all money it receives in respect of the Charged Securities as soon as it receives it. Pending that payment it will hold all money so received upon trust for the Chargee.
2. By Clause 5, the Charging Company agreed not to do the following without the prior written consent of the Chargee:
  - (a) create, or agree or attempt to create, or allow to subsist, any mortgage, fixed or floating charge, pledge or other security of any kind (including any security conferring power to convert a floating charge into a fixed charge) or any trust over any Charged Securities, or permit any lien to arise or subsist over any Charged Securities;
  - (b) sell, transfer, alienate or deal with any Charged Securities or any interest in them or agree either conditionally or unconditionally to do so; or
  - (c) consent to any Charged Securities being consolidated, sub-divided or converted or any rights attaching to them being varied.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03121578

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SECURITIES DATED THE 27th APRIL 2006 AND CREATED BY SCI ENTERTAINMENT GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th MAY 2006.

*P. Cer*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES