

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering\*insert full name  
of Company

## COMPANIES FORM No. 395

## 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

[8][1][1][1]

Company number

03534726

Name of company

\* SPORTINGBET PLC

Date of creation of the charge

23 JULY 2007

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

DEBENTURE

Amount secured by the mortgage or charge

ALL MONIES OBLIGATIONS AND LIABILITIES WHATSOEVER WHETHER FOR PRINCIPAL  
INTEREST OR OTHERWISE IN WHATEVER CURRENCY BOTH PRESENT AND FUTURE BE DUE  
OWING OR INCURRED BY SPORTINGBET PLC TO ANGLO IRISH BANK CORPORATION  
(I O M.) P L C AND OR ANY MEMBER OF THE ANGLO IRISH BANK CORPORATION  
(I O M.) P L C GROUP OF COMPANIES, WHETHER PRESENT OR FUTURE ACTUAL OR  
CONTINGENT AND WHETHER ALONE SEVERALLY OR JOINTLY AS PRINCIPAL GUARANTOR  
SURETY OR OTHERWISE AND IN WHATEVER NAME OR STYLE AND WHETHER ON ANY  
CURRENT OR OTHER ACCOUNT OR IN ANY OTHER MANNER WHATSOEVER AND INCLUDING  
BUT WITHOUT LIMITATION ALL EXPENSES AS DEVELOPED IN THE DEBENTURE

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

ANGLO IRISH BANK CORPORATION (I O M.) P L C  
JUBILEE BUILDINGS, VICTORIA STREET, DOUGLAS, ISLE OF MAN IM1 2SH

Postcode

Presentor's name address and  
reference (if any)

GORDONS SOLICITORS  
Winter Hill House, Marlow  
Reach, Station  
Approach, Marlow, Bucks  
SL7 1NT

SMB/21123

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



\*AK3DXRRP\*

A30

02/08/2007

713

COMPANIES HOUSE

N/A

SEE OVERLEAF

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)

N/A

Signed 

Date 01/08/07

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

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

† delete as  
appropriate

## Notes

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

Name of company

\*insert full name  
of Company

\* SPORTINGBET PLC

## Addendum 1/4

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

## 3 Charge

3.1 The Borrower with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank (for itself and any Bank Group company)

- (a) by way of legal mortgage all right title estate and other interests of the Borrower in each of the Properties referred to in Schedule 1,
- (b) by way of fixed charge
  - (i) all right title estate and other interests of the Borrower in each of the Properties not effectively mortgaged under clause 3.1 (a),
  - (ii) all the right, title and interest of the Borrower to and in all plant and machinery now or at any time hereafter vested in or held by or on behalf of the Borrower and not charged in paragraph (a) and all related spare parts fuels equipment and tools,
  - (iii) all rights in Intellectual Property or similar rights now or hereafter belonging to the Borrower,
  - (iv) all present and future goodwill and uncalled capital for the time being of the Borrower,
  - (v) all the present and future right title and interest of the Borrower in the Securities,
  - (vi) all bills of exchange promissory notes and negotiable instruments of any description now or at any time hereafter beneficially owned by the Borrower,
  - (vii) all the right title and interest of the Borrower to and in the Debts and the benefit of all rights securities and guarantees of any nature whatsoever now or at any time enjoyed or held by the Borrower,

3.2 The Borrower with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank by way of fixed charge all Rental Income present or future and whether payable now or in the future and the proceeds of any sale lease or other disposition of the Properties and all rights and claims of the Borrower against all lessees, sub-lessees, licensees or occupiers of the Properties and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Properties now or in the future existing and capable of being satisfied by the payment of money provided that nothing in this sub-clause shall constitute the Bank as a mortgagee in possession

3.3 The Borrower shall at any time on written demand by the Bank procure that the Rental Income shall be paid directly to its account with the Bank (or such other account as the Bank may from time to time direct) and the Borrower shall forthwith upon any such demand so instruct its lessees and occupiers of the Properties by notice in writing. Following any such demand until such payment the Borrower shall hold all Rental Income on trust for the Bank

3.4 The Borrower with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities assigns absolutely to the Bank

- (a) the benefit to the Borrower of all rights and claims to which the Borrower is now or may in the future become entitled in relation to the Properties including (but without limitation) all rights and claims of the Borrower against all persons who now are or who at any time have been or may become lessees sub-lessees licensees or occupiers of the whole or any part or parts of the Properties and all guarantors and sureties for the obligations of any such person,
- (b) the benefit to the Borrower of all guarantees warranties and representations given or made by, and any rights or remedies to which the Borrower is now or may in the future be entitled against, all or any professional advisers and contractors in relation to any of the Properties and the manufacturers suppliers or installers of all plant machinery fixtures fittings or other items now or from time to time in the buildings erected or to be erected on any of the Properties and any other person now or from time to time under contract with or under a duty to the Borrower including (without limitation) the right to prosecute in the name of the Borrower any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any of the said buildings or to the quality or fitness for use of such plant machinery fixtures fittings and other items or otherwise and the benefit of all sums recovered in any proceedings against all or any of such persons,
- (c) all its rights under any agreement or arrangement entered into now or in the future by the Borrower with any persons for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by the Borrower in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement

Provided that if the Secured Liabilities shall be paid or discharged to the Bank's satisfaction in accordance with the provisions of this Debenture and

Name of company

\*Insert full name  
of Company

\* SPORTINGBET PLC

provided further that the Bank is satisfied that it has no further obligation whether actual or contingent to make any credit or accommodation available to the Borrower then the Bank shall, subject to the provisions of clause 20, at the request and cost of the Borrower reassign all such assets to the Borrower or as the Borrower may direct

3 5 The Borrower with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank by way of floating charge all the undertaking and all the assets, rights and income of the Borrower both present and future not otherwise effectively mortgaged charged or assigned under clause 3 1 or clause 3 2 or 3 4

3 6 The charges created by clause 3 1 or 3 2 or 3 4 shall constitute first fixed charges The charge created by clause 3 5 shall be a first floating charge unless and until it is converted into a fixed charge pursuant to clause 5 or by operation of law

3 7 The Borrower covenants to join with the Bank in giving notice of the assignments contained in clause 3 4 to all other relevant parties and to procure an acknowledgement of such notice from them

3 8 If for any reason the assignment of any of the Security Assets referred to in clause 3 4 is found to be ineffective and/or if any sums payable in respect of such Security Assets are received by the Borrower, the Borrower shall hold the benefit of such Security Assets and any such sums received by it in trust for the Bank and shall account to the Bank for or otherwise apply all such sums as the Bank may direct and shall otherwise at its own cost take such action and execute such documents as the Bank may reasonably require

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

Company number

03534726

Name of company

\*insert full name  
of Company

\* SPORTINGBET PLC

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03534726

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd JULY 2007 AND CREATED BY SPORTINGBET PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION ( I O M ) PLC 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 2nd AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th AUGUST 2007

*P. A.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES