

Particulars of a mortgage or charge

395

A fee of £10 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)

For official use

A/C
00400107.
Company number

3534726

Name of company

* Sportingbet PLC (the "Company"), a public limited company registered in England and Wales

Date of creation of the charge

28 October 2004

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

An equitable mortgage of shares dated 28 October 2004 (the "Mortgage") made between the Company as Chargor and Barclays Bank PLC (the "Security Trustee")

Amount secured by the mortgage or charge

See Schedule 2 for details of amount secured by the Mortgage
See Schedule 1 for definitions.

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

Barclays Bank PLC of 5 The North Colonnade, Canary Wharf, London as Security Trustee

Postcode E14 4BB

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

Clifford Chance LLP
10 Upper Bank Street
London E14 5JU
via CH LONDON COUNTER

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0080
10/11/04

Time critical reference

B4624/00960/JDZB

Short particulars of all the property mortgaged or charged

See Schedule 3 for details of all property mortgaged or charged.

See Schedule 1 for definitions.

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)

Signed

Chiffon Chance LLP

Date *9 November 2004*

On behalf of [company] [mortgagee/chargee]†

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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 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

SCHEDULE 1

DEFINITIONS

"**Additional Guarantor**" means a company which becomes a guarantor in accordance with the terms of the Facility Agreement.

"**Agent**" means Barclays Bank 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 the Ancillary Lender in accordance with the Facility Agreement.

"**Ancillary Lender**" means Barclays Bank PLC.

"**Borrower**" means Sportingbet PLC or a company which becomes a borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement unless it has ceased to be a borrower in accordance with that clause.

"**Facility Agreement**" means the facility agreement dated 28 October 2004 made between the Mortgagor, Interactive Sports Limited, Sporting Odds Limited, Internet Opportunity Limited, Sportingbet Australia Pty Limited, Barclays Capital and the Mortgagee as Agent, Ancillary Lender, Security Trustee and Lender..

"**Finance Document**" means the Facility Agreement, the Mandate Letter, any accession letter, any compliance certificate, any fee letter, any hedging agreement, the hedging letter, the Priorities Agreement, any Ancillary Document, any resignation letter, any selection notice, any Transaction Security Document, any utilisation request and any other document designated as a "Finance Document" by the Agent and the Parent.

"**Future Security**" means the Mortgagor's interest in the shares issued by Sportingbet Australia Pty limited which, after the date of this mortgage, become owned legally or beneficially by the Mortgagor or by anyone (including a trustee, nominee, broker or agent) for the Mortgagor.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor.

"**Mandate Letter**" means the letter dated 18 October 2004 between Barclays Bank PLC and Sportingbet PLC.

"**Mortgagee**" means Barclays Bank PLC.

"**Mortgagor**" means Sportingbet PLC.

"**New Rights**" means:

- (a) the Mortgagor's interest in all money, dividends, interest, allotments, offers, benefits, privileges, rights, bonuses, Shares, stock, debentures, distributions or rights to take up securities; or

- (b) rights of the Mortgagor consequent on any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision; or
- (c) rights of the Mortgagor consequent on a reduction of capital, liquidation or scheme of arrangement,

in connection with the Present Security or the Future Security.

"Obligors" means a Borrower or a Guarantor.

"Original Guarantor" means Sportingbet PLC and its subsidiaries as listed in the Facility Agreement.

"Present Security" means the Mortgagor's interest in the Shares.

"Priority Agreement" means the priority agreement dated on or about the date of this mortgage made between the Mortgagor, Interactive Sports Limited, Sporting Odds Limited, Internet Opportunity Limited, Sportingbet Australia Pty limited, the Mortgagee and DBS Advisors Ltd.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Shares" means shares in Sportingbet Australia Pty Limited.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in the Facility Agreement and any document required to be delivered to the Agent under the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All amounts due for payment or which will or may become due for payment or which remain unpaid, by the Mortgagor to the Mortgagee (for its own account or for the account of another person) in connection with the Finance Documents (including transactions in connection with them).

Without limiting this definition, it includes amounts due for payment or which will or may become due for payment or which remain unpaid to the Mortgagee in its capacity as an assignee because it has taken an assignment of a Finance Document or this mortgage itself, and whether or not:

- (a) the Mortgagor was aware of the assignment or consented to it; or
- (b) the assigned obligation was secured before the assignment; or
- (c) the assignment takes place before, at the same time as, or after this mortgage is executed,

(the "**Secured Money**").

SCHEDULE 3

DETAILS OF MORTGAGED PROPERTY

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In the Mortgage, the Company:

- (a) mortgaged to the Mortgagee the Present Security by way of equitable mortgage; and
- (b) mortgaged to the Mortgagee the New Rights existing at the date of the mortgage with respect to the Present Security by way of equitable mortgage; and
- (c) agreed to mortgage to the Mortgagee, when acquired by the Mortgagor, the Future Security; and
- (d) agreed to mortgage to the Mortgagee, when acquired by the Mortgagor, the New Rights which arise after the date of the mortgage.

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 AN EQUITABLE MORTGAGE OF SHARES DATED THE 28th OCTOBER 2004 AND CREATED BY SPORTINGBET PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC AS SECURITY TRUSTEE 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 10th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th NOVEMBER 2004.

GRH
LIC



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES