

## Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

125 159/13  
[1][1][1]

05214498

Name of company

\* Sportingbet (IT Services) Limited (the "Company").

Date of creation of the charge

4 August 2009.

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

Debenture made between the Company and Barclays Bank PLC as security trustee for itself and the other Beneficiaries (the "Bank") (the "Debenture").

Amount secured by the mortgage or charge

4  
(T)  
All money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Company to any Beneficiary in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by the Company alone or by the Company jointly with any other person; and whether the Company is a principal or a surety; and includes any liability (secured or unsecured) of the Company's to a third party which subsequently becomes payable to a Beneficiary by assignment or otherwise; and

All interest, commission, fees, charges, costs and expenses which a Beneficiary may charge to the Company in the course of the Beneficiaries business or incur in respect of the Company or the Company's affairs. The interest will be calculated and compounded in accordance with a Beneficiary's usual practice, before and also after any demand or judgment (the "Secured Sums").

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

Barclays Bank PLC (as Security Trustee)  
1 Churchill Place  
London

Postcode E14 5HP

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

Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London  
EC4R 9HA  
VHEA/MGIL/10050080.1

For official Use  
Mortgage Section

THURSDAY



LD3

"L2QSBC6Y"  
06/08/2009  
COMPANIES HOUSE

263

Time critical reference

Short particulars of all the property mortgaged or charged

1. The Company has charged

1.1 by way of legal mortgage, all Land in England and Wales now vested in the Company and not registered at H.M. Land Registry;

1.2 by way of fixed charge:

- all Land in England and Wales now vested in the Company and registered at H.M. Land Registry;
- all other Land which is now, or in the future becomes the Company's property;
- all plant and machinery now or in the future attached to any Land;

(CONTINUED ADDENDUM 4/4)

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)

Nil

Signed Benni Leighton Partner LLP Date 6 August 2009

On behalf of ~~XXXXXX XXXXXX~~ [chargee] † Barclays Bank PLC

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

Company number

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Name of company

\*insert full name  
of Company

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Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

- all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;
- all of the Company's Securities;
- all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company:
  - i. which relate to Assets themselves subject to a fixed charge in favour of the Bank; or
  - ii. which are now or in the future deposited by the Company with the Bank;together with all the Company's rights and interests in those contracts and policies (including the benefit of all claims arising and all money payable under them)
- all the Company's goodwill and uncalled share capital for the time being;
- all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company are entitled together with others;
- the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world;
- all trade debts now or in the future owing to the Company;

Name of company

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- all other debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989);
- the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in favour of the Bank;

## 1.3 by way of floating charge:

- all the Company's Assets which are not effectively charged by the fixed charges (detailed above) with the specific exception of all Client Money; and
- without exception all the Company's Assets insofar as they are situated for the time being in Scotland;

but in each case so that the Company shall not without the Bank's prior written consent:

- i. create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, the floating charge);
- ii. take any other step referred to in clause 1.3 above with respect to any of the Floating Charge Assets;
- iii. sell, transfer, part with or dispose of any of the Floating Charge Assets except (i) by way of sale in the ordinary course of business or (ii) assets for full market value where the market value and net consideration Receivable does not exceed £100,000 (or its equivalent).

1.4 The Bank may, at any time after the Debenture has become enforceable or if the Bank reasonably consider it necessary in order to protect its rights or interests under the Debenture, crystallise the floating charge created in clause 1.3 above into a fixed charge with the specific exception of Client Money, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Company in relation to any or all Floating Charge Assets, as the Bank specify in the notice.

## 1.5 Subject to the rights of any prior mortgagee, the Company must:

- deposit with the Bank for its retention, all title deeds and documents relating to all Assets charged by way of fixed charge under clause 1.2 above including insurance and assurance policies;
- execute and deliver to the Bank any documents and transfers the Bank requires at any time to constitute or perfect an equitable or legal charge or a pledge (at the Bank's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this.

## 1.6 Unless and until the Debenture becomes enforceable or the Bank directs otherwise:

- the Company may continue to exercise all voting and other rights attached to the Securities as long as the Company remain their registered owner;
- if Securities are registered in the Bank's nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions the Company issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.

Name of company

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1.7 Any mortgage, fixed charge or other fixed security the Company creates in the Bank's favour will have priority over the floating charge created by clause 1.2 unless the Bank states otherwise on or after its creation.

1.8 Any debentures, mortgages or charges (fixed or floating) which the Company create in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.

**NEGATIVE PLEDGE**

The Company has agreed not to, except with the prior written consent of the Bank:

create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of your business) to arise or subsist over any of the Assets;

sell, assign, lease, license or sub-license, or grant any interest in the Company's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them, save in respect of anything that occurs intra-group which is freely permissible provided such group company has provided security to the Bank on the same terms as the Debenture

**DEFINITIONS FOR THE PURPOSES OF THIS FORM**

'Assets' means all the Company's undertakings, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Beneficiaries' means Barclays Bank PLC and Barclays Mercantile Business Finance Limited or their successors in title, permitted transferees or permitted assigns.

'Client Money' means all client liabilities as stated in the Company's accounts.

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by Clause 3.1.3 of the Debenture but only insofar as concerns that floating charge;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

'Intellectual Property Rights' means all and any of the Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in Clause 3.1.2(h) of the Debenture;

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'Receivables' means all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any Assets referred to in Clause 3.1.2 of the Debenture;

'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000):

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- which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or
- the certificates for which are now or in the future deposited by the Company with the Bank or which, if uncertificated, are held in an escrow or other account in the Bank's favour or held in the Bank's name or that of our nominee or to its order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.



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

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

**COMPANY NO. 5214498  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 AUGUST  
2009 AND CREATED BY SPORTINGBET (IT SERVICES) LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO ANY BENEFICIARY ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 6 AUGUST  
2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 AUGUST 2009**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES