

# M

COMPANIES FORM No. 395

072611/13

# 395

CHFP021

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write in  
this margin

## 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.

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold black letteringTo the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



05871374

Name of company

\* insert full name  
of Company

\* Betbrokers Plc ("the Company")

Date of creation of the charge

12 March 2008

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

Debenture

Amount secured by the mortgage or charge

All money and liabilities now or hereafter due, owing or incurred to Aberdeen Asset Managers Limited (incorporated under the Companies Acts with Registered No SC0108419 whose registered office is situate at 1 Albyn Place, Aberdeen, AB10 1YT (the "Chargee")) by the Company in whatsoever manner whether actual or contingent, solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith

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

Aberdeen Asset Managers Limited (SC0108419), 1 Albyn Place, Aberdeen

Postcode AB10 1YT

Presenter's name address and  
reference (if any)

Biggart Baillie LLP  
Dalmore House  
310 St Vincent Street  
GLASGOW, G2 5QR  
CXF/KFH/20053 128

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

SATURDAY



\*AEB8BY80\*

A44

22/03/2008

171

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Paper Apart and Schedule attached hereto

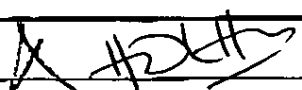
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Please complete  
legibly, preferably  
in black type, or  
bold black lettering

Particulars as to commission allowance or discount (note 3)

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

Signed



Date

12/3/08

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

ABERDEEN ASSET MANAGERS LIMITED

†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 situated 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 are to be made payable to Companies House.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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This is the Paper Apart referred to in Companies Form No 395, particulars of a mortgage or charge, in respect of Betbrokers Plc, registered number 05871374, dated 12 March 2008

**Particulars of all the property mortgaged or charged:**

**1      Fixed Charges**

As security for the payment to the Chargee of the indebtedness the Company as with full title guarantee hereby charges -

- 1 1      by way of first legal mortgage all the Premises specified in the schedule of the original instrument of Debenture ((the "Schedule") a copy of which is attached to this Paper Apart) together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon,
- 1 2      by way of first legal mortgage all other Premises together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon,
- 1 3      by way of first fixed charge all other interests (not being charged by Clauses 1 1 or 1 2 above which the Company now has or may in the future have in any freehold or leasehold property, the buildings and fixtures (including trade and tenant's fixtures), at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in favour of the Company or to which the Company is entitled in respect thereof and all licences now or in the future held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become entitled,
- 1 4      by way of first fixed charge all plant and machinery, tools, vehicles, furniture and other tangible moveable property which the Company now owns or is interested in or in the future owns or becomes interested in,
- 1 5      by way of first fixed charge all the goodwill and uncalled capital for the time being of the Company,
- 1 6      by way of first fixed charge all stocks, shares, debentures, bonds, notes, or other securities which the Company now owns or is interested in or may in the future own or become interested in,
- 1 7      by way of first fixed charge all rights and interests of the Company in and claims under all policies of insurance either now or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested,
- 1 8      by way of the first fixed charge all book and other debts or receivables of the Company whether existing now or in the future and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties and against any security in respect of such debts,
- 1 9      by way of first fixed charge all the Company's present and future Intellectual Property,

1 10 by way of first fixed charge all moneys from time to time standing to the credit of any and all accounts which the Company may from time to time maintain with any bank, financial institution, or other person,

1 11 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations from time to time held or utilised by the Company in connection with its business or the use of any of the Charged Property

(other than any assets of the type referred to in sub-clauses 1 1 to 1 11 above which are situated in Scotland the rights to which are governed by Scots Law

## 2 Floating Charge

As further security for the payment to the Chargee of the Indebtedness the Company as beneficial owner hereby charges in favour of the Chargee by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future and not effectively charged by way of first fixed charge pursuant to the provisions of Clause 1 1 above including (without limitation) any immoveable property of the Company situated in Scotland and any assets of the Company falling within any of the types mentioned in sub-clauses 1 4 to 1 11, inclusive, situated in Scotland or the rights to which are governed by Scots Law

### Definitions

"Chargee" means Aberdeen Asset Managers Limited, incorporated under the Companies Acts with Registered No SC0108419 and whose registered office is situate at 1 Albyn Place, Aberdeen, AB10 1YT,

"Charged Property" means all the assets, property and undertaking of the Company from time to time charged to the Chargee pursuant to the terms of the Debenture and references to Charged Property include any part of it,

"Indebtedness" means all money and liabilities now or hereafter due, owing or incurred to the Chargee by the Company in whatsoever manner whether actual or contingent, solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith,

"Intellectual Property" means all patents and patent applications, trade and/or service marks and trade and/or service mark applications (and all goodwill associated with such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights now or in the future owned by the Company or in which the Company shall have an interest together with the benefit of all present and future agreements entered into or the benefit of which is enjoyed by the Company relating to the use, licensing or exploitation of any of the aforementioned rights,

"Premises" means all freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested, including without limitation, the property, if any, specified in the Schedule hereto and 'Premises' shall mean any one of them

"the Company" means Betbrokers Plc, incorporated under the Companies Acts with Registered No 05871374 and whose registered office is situate at c/o H Montlake & Co, 197 High Road, Ilford, Essex, IG1 1LX,

This is the Schedule referred to in Companies Form No 395, particulars of a mortgage or charge, in respect of Betbrokers Plc, registered number 05871374, dated 12 March 2008

THE SCHEDULE

Registered Land

County and District (or London Borough)	Address or	Title No Description
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None

Unregistered Land

None



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

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

**COMPANY NO. 5871374  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 MARCH  
2008 AND CREATED BY BETBROKERS PLC FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
ABERDEEN ASSET MANAGERS LIMITED WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 22 MARCH 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2008**

Do  
del



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**