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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.

Pursuant to section 395 of the Companies Act 1985

395

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

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

For official use

Company number

06593466

2

Name of company

EOS Game Eleven Limited (the **Chargor**)

Date of creation of the charge

2 December 2008

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

An account charge dated 2 December 2008 between (1) the **Chargor** and (2) the **Bank** (the **Account Charge**).

Amount secured by the mortgage or charge

All obligations as at 2 December 2008 and all future obligations and liabilities of the **Chargor**:

- (a) to counter-indemnify the Bank in the event that a demand shall be made under the terms of the Letter of Credit; and
- (b) under the Operative Documents

(the **Secured Obligations**).

Please return
via

CH London Counter

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

Alliance & Leicester plc of Carlton Park, Narborough, Leicester (the **Bank**)

Postcode LE19 0AL

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

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
SD/PNOH/56471.00103

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

WEDNESDAY



LD87U5Q2

LD4

17/12/2008

88

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Chargor charged and agreed to charge, with full title guarantee, to the Bank, by way of first fixed charge, all its right at 2 December 2008 and future right, title and interest in and to the Security Account and the Account Balance.

Negative pledge

The Chargor covenanted not do or agree to do any of the following without the prior written consent of the Bank:

- (a) create or permit to subsist any Security Interest on the Security Account or the Account Balance; or
- (b) sell, transfer, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in the Security Account or the Account Balance.

See the M395 Continuation Sheet attached.

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 Denton Wilde Sapte L.L.P.

Date 16 December 2008

On behalf of ~~[company]~~ [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

Company number

06593466

Name of company

* insert full name
of company

EOS Game Eleven Limited

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

Account Balance means all monies at any time standing to the credit of the Security Account and:

- (a) all interest at any time accrued or accruing on such monies;
- (b) all investments at any time made out of such monies or account; and
- (c) all rights to repayment of any of the same.

Account Charge means the account charge, dated 2 December 2008, between (1) the Chargor and (2) the Bank.

Deposit Agreement means the deposit agreement dated 2 December 2008 between (1) the Chargor and (2) the Bank.

Letter of Credit means the letter of credit, dated 2 December 2008, which has been issued by the Bank to EOS Production Limited at the request of the Chargor.

Operative Documents means the Deposit Agreement and the Account Charge.

Security Account means the account of the Chargor held with the Bank, with account number 06273947 and sort code 72-00-00, together with:

- (a) any sub-accounts and any additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same; and
- (b) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account).

Security Interest means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6593466
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 2
DECEMBER 2008 AND CREATED BY EOS GAME ELEVEN
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ALLIANCE & LEICESTER 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 17 DECEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 DECEMBER
2008

LC/PO
CH



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES