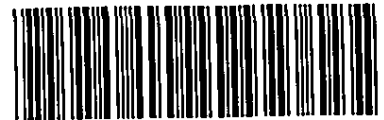


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**MG01**

## Particulars of a mortgage or charge



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18/10/2010

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COMPANIES HOUSE

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a Scottish  
company To do this, please use  
form MG01s

### 1 Company details

Company number 7 1 1 9 6 9 7  
Company name in full Sportech Holdco 2 Limited  
(the "**Charging Company**")

For official use  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation 0 5 1 0 2 0 1 0

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Composite Debenture (the "**Debenture**")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or as principal debtor,  
guarantor, surety or otherwise or as the equivalent  
obligor under the laws of any other jurisdiction)  
of the Charging Company or other Obligor to the  
Security Trustee and the other Secured Parties (or  
any of them) under the Finance Documents together  
with

(a) any refinancing, novation, refunding,  
deferral or extension of or increase in any  
of those obligations or liabilities,

(Continued on continuation page)

**Continuation page**  
Please use a continuation page if  
you need to enter more details

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name	Bank of Scotland plc
Address	The Mound, Edinburgh as Security Trustee (as defined in Part 4 of this Form MG01)
Postcode	E H 1 1 Y Z
Name	
Address	
Postcode	

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars	<p>The Charging Company charges with full title guarantee with the payment and discharge to the Security Trustee (as agent and trustee for the Secured Parties) of all the Secured Liabilities</p> <p>(a) by way of first fixed charge all its estates and interests in any freehold or leasehold property at the date of the Debenture or at any time thereafter belonging to it together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,</p> <p>(b) by way of first fixed charge all its plant, machinery, vehicles and other equipment at the date of the Debenture or at any time thereafter owned by it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment,</p> <p>(c) by way of first fixed charge all its Investment Interests,</p> <p style="text-align: center;"><i>(Continued on continuation page)</i></p>
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# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount N/A

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *Dickson Minto*

X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Alasdair Proudfoot

Company name Dickson Minto W S

Address 16 Charlotte Square

Post town Edinburgh

County/Region Midlothian

Postcode E H 2 4 D F

Country

DX DX 199 Edinburgh

Telephone 0131 225 4455



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgage or charge
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

- (b) any further advances and additional facilities which may be made by any Secured Party to any Charging Company or other Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith,
- (c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents,
- (d) any claim against any Charging Company or other Obligor flowing from the recovery by any Charging Company or other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise,
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and
- (f) all costs, charges and expenses incurred by the Security Trustee or any other Secured Party in connection with the protection, preservation or enforcement of its rights against any Charging Company or other Obligor

(the "**Secured Liabilities**")

Where -

"**Agent**" means the Agent as defined in the Senior Facilities Agreement

"**Ancillary Lender**" means the Ancillary Lender as defined in the Senior Facilities Agreement

"**Arranger**" shall bear the same meaning as in the Senior Facilities Agreement

"**Borrower**" shall bear the same meaning as in the Senior Facilities Agreement

"**Finance Documents**" means the Finance Documents as defined in the Senior Facilities Agreement

"**Guarantor**" shall bear the same meaning as in the Senior Facilities Agreement

"**Hedge Counterparties**" means any Hedge Counterparty as defined in the Senior Facilities Agreement or any of them as the context requires and "**Hedge Counterparties**" shall be construed accordingly

"**Issuing Bank**" shall bear the same meaning as in the Senior Facilities Agreement

"**Lender**" means the Lenders as defined in the Senior Facilities Agreement and "**Lender**" means any one of the foregoing.

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>"Mandated Lead Arranger"</b> shall bear the same meaning as in the Senior Facilities Agreement</p> <p><b>"Obligor"</b> means a Borrower or a Guarantor.</p> <p><b>"Parent"</b> means Sportech plc (company number SC069140)</p> <p><b>"Secured Parties"</b> means the Secured Parties as defined in the Senior Facilities Agreement or any of them as the context requires and <b>"Secured Party"</b> shall be construed accordingly</p> <p><b>"Security Trust Deed"</b> means the security trust deed dated 3 December 2007 and made between the Parent, certain other Obligors, the Security Trustee, the Agent, Bank of Scotland plc as senior arranger, the Lenders, the Ancillary Lender, the Hedge Counterparties and certain others as amended and restated by a supplemental security trust deed on or about the date of the Debenture, as acceded to by the Charging Companies pursuant to such supplemental security trust deed and as further amended, restated, supplemented, novated or replaced from time to time</p> <p><b>"Security Trustee"</b> means Bank of Scotland plc, a company incorporated in Scotland with registered number SC327000 and having its registered office at the Mound, Edinburgh EH1 1YZ, as agent and trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Security Trust Deed (in such capacity as agent and trustee referred to in the Debenture as the "Security Trustee" (which expression shall include each person appointed as the Security Trustee at the date of the Debenture or any additional Security Trustee appointed for the purpose of, and in accordance with, the Security Trust Deed))</p> <p><b>"Senior Facilities Agreement"</b> means a senior facilities agreement (as such agreement is amended by a supplemental facilities agreement on 21 December 2007, as amended and restated by a second supplemental facilities agreement on 31 December 2009 and as amended and restated by a third supplemental facilities agreement dated 27 January 2010 and is further amended, varied, supplemented, novated or replaced from time to time) dated 7 November 2007 between, inter alia, the Parent, Bank of Scotland plc (as Agent, Mandated Lead Arranger, Issuing Bank, Lender and Security Trustee) and the Lenders to make available to the Borrowers certain credit facilities</p> <p>Terms defined in Part 1 and Part 3 of this Form MG01 shall have the same meaning in Part 4 of this Form MG01</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) (to the extent capable of being charged), by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information at the date of the Debenture or at any time belonging to it,
- (d) by way of first fixed charge its goodwill and uncalled capital both present and future,
- (e) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future,
- (f) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with the Security Trustee or any other Secured Party or with other banks, lenders, financial institutions or similar third parties and the debt or debts represented thereby, other than, (i) any such balances to the extent effectively assigned to the Security Trustee under the Debenture and (ii) any balances standing to the credit of the Trust Accounts,
- (g) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance (save in respect of employer's or public liability) which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Security Trustee under the Debenture,
- (h) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than (i) any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Security Trustee under the Debenture and (ii) any balances standing to the credit of the Trust Accounts

Each Charging Company assigns in terms of the Debenture with full title guarantee absolutely to the Security Trustee (as agent and trustee for the Secured Parties) as security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to

(i) the Insurance Policies, and

(ii) the Specified Accounts

To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all proceeds received by such Charging Company under the Insurance Policies, the Specified Accounts (as the case may be) as security for the Secured

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Liabilities

The security constituted by or pursuant to the Debenture and any Supplemental Mortgage shall be in addition to and shall be independent of every mortgage, charge, pledge, guarantee or other security which the Security Trustee or any other Secured Party may at any time hold in respect of any of the Secured Liabilities and it was declared that no prior security held by the Security Trustee or any other Secured Party over the Charged Property or any part thereof shall merge in the security constituted by the Debenture or any Supplemental Mortgage

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Debenture.

The floating charge created by the Debenture shall be deferred in point of priority to all fixed security validly and effectively created by a Charging Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties

The Charging Company shall from time to time, at the request of the Security Trustee and at the cost of the Charging Company, execute in favour of the Security Trustee (or as it may direct) a Supplemental Mortgage over any freehold or leasehold property which it owns or leases (save for the Excluded Properties) and shall enter into such further or other legal assignments, transfers, mortgages, charges or other documents and do all such other things as in any such case the Security Trustee may require in respect of the Charging Company's estate or interest in any property or assets of whatsoever nature or tenure and wherever situated, for the purpose of more effectively perfecting or protecting the security or to create in favour of the Security Trustee security no more onerous than the security intended to be created pursuant to the Debenture and any Supplemental Mortgage over any property or asset of a Charging Company located in a jurisdiction outside England and Wales

A Secured Party may set-off any matured obligation due from the Charging Company under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purposes of the set-off

Where -

**"Charged Property"** means the property, assets or income of the Charging Company mortgaged, charged or assigned to the Security Trustee by or pursuant to the Debenture

**"Excluded Property"** means any leasehold property held by the Charging Company under any lease entered into after the date of the Debenture which



# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>either precludes absolutely or conditionally (including requiring the consent of any third party) the Charging Company from creating any mortgage or charge over its leasehold interest in that property until the relevant condition or waiver has been satisfied or obtained</p> <p><b>"Holding Account"</b> shall bear the same meaning as in the Senior Facilities Agreement</p> <p><b>"Insurance Policies"</b> means the insurance policies in which the Charging Company may have an interest (other than insurance in respect of employer's or public liability)</p> <p><b>"Investment Interests"</b> means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments after the date of the Debenture owned by the Charging Company or held for or on behalf of the Charging Company in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto</p> <p><b>"Mandatory Prepayment Account"</b> shall bear the same meaning as in the Senior Facilities Agreement</p> <p><b>"Specified Accounts"</b> means the Holding Account and the Mandatory Prepayment Account (and any renewal (or redesignation thereof) and any other current, deposit or other account with any bank, lender, financial institution or similar third party that may at any time be designated in writing as a Specified Account by the Security Trustee and the Charging Company in whose name the relevant account is maintained</p> <p><b>"Supplemental Mortgage"</b> means a legal mortgage or charge (in a form required by the Security Trustee) in respect of any Excluded Property or any other freehold or leasehold property at any time belonging to a Charging Company together with all present and future buildings and fixtures (including trade fixtures) and fixed plant machinery from time to time thereon and therein entered into pursuant to the provisions of Clauses 4 10 (Exclusion of leasehold properties) or 19 (Further Assurance) of the Debenture</p> <p><b>"Trust Accounts"</b> shall bear the same meaning as in the Senior Facilities Agreement</p> <p>Terms defined in Part 1, Part 3 and Part 4 of this Form MG01 shall have the same meaning in Part 6 of this Form MG01</p>	



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 7119697  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED  
5 OCTOBER 2010 AND CREATED BY SPORTECH HOLDCO 2  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY OR OTHER OBLIGOR TO BANK OF  
SCOTLAND PLC AS SECURITY TRUSTEE AND THE OTHER  
SECURED PARTIES (OR ANY OF THEM) ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 18 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 OCTOBER  
2010

10x



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES