

MR01

Particulars of a charge

232749/13



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge
instrument Use for

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of
delivered outside of the 21 days it will be rejected unless it is
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record



LD2 09/08/2013 #45
COMPANIES HOUSE

1 Company details

Company number 0 2 8 2 2 2 0 3

Company name in full CAMELOT UK LOTTERIES LIMITED ✓

0103 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 Charge creation date

Charge creation date d0 d6 m0 m8 y2 y0 y1 y3 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name RBC EUROPE LIMITED ✓

(AS SECURITY AGENT)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Allen & Jey Ltd*
(on behalf of the charge) X

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

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Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name SEONAI D TODISCO

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX

Telephone +44 (0)20 3088 0000

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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

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 filed on paper.

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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2822203

Charge code: 0282 2203 0103

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2013 and created by CAMELOT UK LOTTERIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2013.

A handwritten signature, possibly 'D', enclosed in a circle.

Given at Companies House, Cardiff on 13th August 2013



SUPPLEMENTAL REGULATED SECURITY AGREEMENT

DATED 6 August 2013

CAMELOT UK LOTTERIES LIMITED
as Camelot

and

RBC EUROPE LIMITED
as Security Agent

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO SECTION 859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

ALLEN & OVERY LLP

Allen & Overy LLP
8.8.2013

ALLEN & OVERY

Allen & Overy LLP

0011398-0004420 BK 24772627 2

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THIS DEED is dated **6 AUGUST** 2013 and is made **BETWEEN**:

- (1) **CAMELOT UK LOTTERIES LIMITED** (Registered No 02822203) with its registered office at Tolpits Lane, Watford, Hertfordshire, WD18 9RN (**Camelot**); and
- (2) **RBC EUROPE LIMITED** as agent and trustee for the Secured Parties (the **Security Agent**)

BACKGROUND.

- (A) Pursuant to a Security Agreement dated 2 September 2010 between Camelot and the Security Agent (the **Original Security Agreement**), Camelot charged by way of a first floating charge the Non-Lottery Assets and all of its rights in connection with the Non-Lottery Assets as security for, amongst other things, the present and future obligations and liabilities at any time owing or incurred by Camelot to any Secured Party under the Secured Regulated Debt Documents.
- (B) This Deed is supplemental to the Original Security Agreement
- (C) Camelot enters this Deed in connection with the Regulated RCF Facility Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed:

First Floating Charge means the first floating charge created by Camelot in favour of the Security Agent over the Non-Lottery Assets under and pursuant to Clause 2.2 (First Floating Charge).

Non-Lottery Assets means the whole of the undertaking of Camelot and all its property, assets and rights whatsoever and wheresoever situate, present and future, other than the Lottery Assets

1.2 Construction

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) This Deed is subject to the terms (including but not limited to clause 14 (Enforcement of Transaction Security)) of the Intercreditor Agreement and (including but not limited to clause 2 (Priority of the security)) of the Priority Deed.
- (c) The provisions of clause 1.2 (Construction) of the Regulated RCF Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Regulated RCF Facility Agreement are to be construed as references to this Deed.
- (d)
 - (i) The term **Secured Regulated Debt Document** includes all amendments and supplements including supplements providing for further advances;
 - (ii) The term **this Security** means any security created by this Deed.

- (e) The term
 - (i) **certificated** has the meaning given to it in the Uncertificated Securities Regulations 2001
 - (ii) **clearance system** means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depository for that person
- (f) Any covenant of Camelot under this Deed remains in force during the Security Period and is given for the benefit of each Secured Party.
- (g) The terms of the other Secured Regulated Debt Documents and of any side letters between any Parties in relation to any Secured Regulated Debt Document (as the case may be) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (h) The terms of this Deed are subject to the terms of the Original Security Agreement. To the extent of a conflict between the terms of this Deed and the Original Security Agreement, the Original Security Agreement will prevail.
- (i) Unless the context otherwise requires, a reference to a Security Asset includes.
 - (i) any part of that Security Asset,
 - (ii) any proceeds of that Security Asset, and
 - (iii) any present and future assets of that type.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed.
 - (i) is created in favour of the Security Agent,
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities, and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties

2.2 First Floating Charge

- (a) Camelot charges by way of first floating charge in favour of the Security Agent:
 - (i) the Non-Lottery Assets, and
 - (ii) all rights to
 - (A) receive payments of any amount which may become payable to, or received by, Camelot;
 - (B) give notices, give consents and make demands;

(C) take such steps as are required to cause payments to become due and payable;

(D) bring claims, receive damages and obtain other relief,

in connection with the Non-Lottery Assets

(b) The First Floating Charge may not be converted into a fixed charge solely by reason of

(i) the obtaining of a moratorium, or

(ii) anything done with a view to obtaining a moratorium,

under section 1A to the Insolvency Act 1986.

(c) The First Floating Charge will (in addition to the circumstances in which the same will occur under general law) automatically, immediately and without further notice convert into a fixed charge over all the Non-Lottery Assets if:

(i) a petition is presented to any competent court for an administration order in respect of Camelot, or

(ii) an order is made by any competent court or a resolution is passed for the winding up of Camelot.

3. PRIORITY

It is hereby acknowledged and agreed that the First Floating Charge shall rank relative to the Trustee's Non-Lottery Assets Floating Charge in accordance with the terms of the Priority Deed

4. REPRESENTATION

Camelot makes the following representations on the date of this Deed to each Finance Party that no

(a) corporate action, legal proceeding or other procedure or step described in paragraph (a) of Clause 28 7 (Insolvency proceedings) of the Regulated RCF Facility Agreement; or

(b) creditors' process described in Clause 28 8 (Creditors' process) of the Regulated RCF Facility Agreement,

has been taken or, to the knowledge of Camelot, threatened in relation to a member of the Regulated Group; and none of the circumstances described in Clause 28 6 (Insolvency) of the Regulated RCF Facility Agreement applies to a member of the Regulated Group

5. INCORPORATION

The provisions of clauses 4 (Restrictions on Dealings), 5 (Undertaking By Camelot), 6 (When Security Becomes Enforceable), 7 (Enforcement of Security), 8 (Receiver), 9 (Powers of Receiver), 10 (Application of Proceeds), 11 (Expenses and Indemnity), 12 (Delegation), 13 (Further Assurances), 14 (Power of Attorney), 15 (Preservation of Security), 16 (Miscellaneous) and 17 (Release) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

6. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as supplemented by this Deed and to this Deed.
- (c) This Deed is designated a Secured Regulated Debt Document.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

8. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

9. ENFORCEMENT

Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

SIGNATORIES

Camelot UK Lotteries Limited

Executed as a deed by

acting by

in the presence of:

Witness's Signature

Name:

Address:

)
)
)


LINO LOUIS SIENNA

[Redacted]

ANNE MARIE SIENNA

[Redacted]

[Redacted]

The Security Agent

RBC EUROPE LIMITED

acting by its attorney under a duly
executed power of attorney

in the presence of:

Witness's Signature

Name:

Address:

)
)
)



[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SIGNATORIES

Camelot UK Lotteries Limited

Executed as a deed by)
)
acting by)

in the presence of

Witness's Signature

Name:

Address:
.....
.....

The Security Agent

RBC EUROPE LIMITED)
acting by its attorney under a duly)
executed power of attorney)

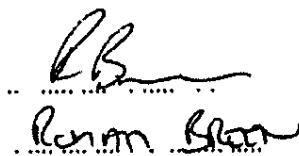


in the presence of:

Witness's Signature

Name:

Address:



RBC EUROPE LIMITED
GROUND FLOOR
THAMES COURT
ONE QUEENHITHE
LONDON EC4V 3DQ