

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

180592/13

For official use

Company number

[1718]

2822203

Name of company

* Camelot Group plc (the "Company" or "Camelot")

Date of creation of the charge

01 April 2009

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

The assignation dated 01 April 2009 made by the Company under and pursuant to the Security Agreement dated 20 and 22 December 1994 (the "Assignation") in favour of the Law Debenture Trust Corporation p.l.c. (the "Trustee").

Amount secured by the mortgage or charge

All Secured Obligations (as defined in the Security Trust Deed dated 12 November 1994 and made between the Company and the Trustee (as amended or supplemented from time to time, the "Trust Deed")) to be paid or discharged by the Company.

For the definition of "Secured Obligations" and related definitions, please see continuation sheets numbered 1 - 66.

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

The Law Debenture Trust Corporation p.l.c.
Fifth floor, 100 Wood Street
London

Postcode EC2V 7EX

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

Simmons & Simmons
CityPoint
One Ropemaker Street
London
EC2Y 9SS

011922-000146/JHB

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

WEDNESDAY



LD3

L7H2Y91J

15/04/2009

168

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheets numbered 1 - 66.

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)

none

Signed

Date

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ (chargee) †

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

† 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 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

Name of Company: Camelot Group plc

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Continuation sheet number 1 of 66

Short particulars of all the property mortgaged or charged

The Company assigns to and in favour of the Trustee as trustee under the Trust Deed and to and in favour of its successors as trustee and any additional trustees for the time being appointed for the purpose of and in accordance with the Trust Deed, to the extent not previously or effectively so assigned and without prejudice to any previous assignation in favour thereof, surrogating and substituting the said trustee and trustees in the Company's full right and place therein and thereto the Company's whole right, title, interest and benefit present and future, in and to and relative to all of the debts so far as governed by Scots Law at the date of the Assignation or at any time thereafter due and owing to the Company from each Retailer described in the Appendix attached to the Assignation (which shall include, without limitation, all persons trading or otherwise acting under the names set out in such Appendix at or in respect of the premises so set out relative thereto) arising under or pursuant to all agreements under which such Retailers agree, from time to time, with the Company to sell or offer to sell lottery tickets in respect of the National Lottery (as the same may be amended, varied, supplemented or novated from time to time) such debts being in respect of or arising from the sale by or on behalf of such Retailer of any ticket, voucher coupon or like receipt or agreement, contract or like document, in each case relative to participation of a person in any game of chance or distribution by lot which may, at any time, be established or promoted by the Company pursuant to any licence granted under the National Lottery etc. Act 1993, including (without limitation) in each case all rights to receive payments of any amount which may become payable to, or which are received by, the Company in connection therewith, all proceeds thereof and all rights to serve notices, give consents and/or make demands in connection therewith and/or to take such steps as are required to cause payments to become due and payable in connection therewith and all rights of action in respect thereof and all rights to receive damages or obtain other relief in respect thereof.

In this Form 395, unless the context requires otherwise, words and phrases set out below shall bear the meaning ascribed to them in the Trust Deed (including the recitals), as defined below (references to Clauses or Schedules being to the corresponding Clauses or Schedules of the Trust Deed and references to "this Deed" being references to the Trust Deed):

"1998 Act" means the National Lottery Act 1998;

"Account Bank" means The Royal Bank of Scotland plc acting through its Leisure Team in Corporate Banking at 280 Bishopsgate, London EC2M 4RB (Sort Code 16 04 00), or any branch as has been notified in writing to Camelot and the Trustee or such other bank as the Trustee and the NLC may from time to time approve in writing which shall have entered into a Bank Agreement;

"Account Bank's Account" means the account or accounts established from time to time by the Account Bank, details of which have been given by the Account Bank in writing to Camelot and the Trustee;

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Short particulars of all the property mortgaged or charged

"Account Bank's Charge" means the deed of charge dated 12 November 1994 made between Camelot and the Account Bank, under which Camelot has granted to the Account Bank the First Floating Charge or such other deeds of charge which Camelot may enter into with the Account Bank (with the consent of the NLC) in respect of the Non-Lottery Assets;

"Account Declarations of Trust" means the Players' Collection Account Declaration of Trust, the Retailers' Collection Account Declaration of Trust, the Subscription Collection Account Declaration of Trust and the Euro Collection Account Declaration of Trust;

"Accounts" means the Relevant Camelot Accounts and the Trust Accounts;

"Act" means the National Lottery etc. Act 1993;

"Additional Camelot Game Promotion Prize Funding" means the amount of any Additional Camelot Prize Funding Amount designated as such by Camelot in an Additional Camelot Prize Funding Notice;

"Additional Camelot Prize Funding" means any additional prize funding which Camelot is required to provide to the Trustee in accordance with Clause 10.4A;

"Additional Camelot Prize Funding Amount" has the meaning given to it in Clause 10.4A(a)(ii)(A);

"Additional Camelot Prize Funding Cash Amount" has the meaning given to it in Clause 10.4A(a)(iv);

"Additional Camelot Prize Funding Game" has the meaning given to it in Clause 10.4A(a)(ii)(B);

"Additional Camelot Prize Funding Guarantee" a bank guarantee issued or to be issued by an Additional Camelot Prize Funding Guarantee Provider in or substantially in the form set out in the Sixth Schedule or such other form as the Trustee and the NLC may approve;

"Additional Camelot Prize Funding Guarantee Provider" means the Account Bank and such other or replacement bank or banks as the NLC may approve in writing from time to time and notify to the Trustee;

"Additional Camelot Prize Funding Guaranteed Amount" has the meaning given to it in Clause 10.4A(a)(iv);

"Additional Camelot Prize Funding Notice" has the meaning given to it in Clause 10.4A(a)(i);

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Short particulars of all the property mortgaged or charged

"Additional Camelot Prize Funding Provision Date" has the meaning given to it in Clause 10.4A(a)(ii)(C);

"Additional Camelot Prize Funding Reserved Amount" has the meaning given to it in Clause 10.4A(a)(iii)(B);

"Additional Camelot Superdraw Prize Funding" means the amount of, in relation to any Camelot Game, any Additional Camelot Prize Funding Amount designated as such by Camelot in an Additional Camelot Prize Funding Notice (being the maximum guaranteed amount payable by way of prospective Prize Payments to prospective Prize Winners in relation to such Camelot Game);

"Additional Camelot Superdraw Prize Funding Jackpot Top Up Amount" means, in relation to any Camelot Game and the Additional Camelot Superdraw Prize Funding for such Camelot Game, the amount (if any) specified as such in the Camelot Weekly Trust Payment Report delivered in relation to the Camelot Payment Date immediately following the relevant Additional Camelot Superdraw Prize Funding Payment Date;

"Additional Camelot Superdraw Prize Funding Payment Date" has the meaning given to it in Clause 10.4A(a)(ii)(D);

"Additional Independent Section 6 Licensee Prize Funding" means in respect of an Independent Section 6 Licensee, the aggregate amount which the relevant Independent Section 6 Licensee determines (and which is approved by the NLC) should be paid into the Prize Reserve Trust No.3 Account for such Independent Section 6 Licensee or reserved from funds standing to the credit of the Prize Reserve Trust No.3 Account for such Independent Section 6 Licensee in connection with the funding of any Additional Prize Payment Amount in respect of any Independent Section 6 Game established by such Independent Section 6 Licensee or the promotion of any Independent Section 6 Game established by such Independent Section 6 Licensee and notified in writing by Camelot to the Trustee and the Account Bank;

"Additional Prize Funding" means Additional Camelot Prize Funding and Additional Independent Section 6 Licensee Prize Funding;

"Additional Prize Payment" means a Prize Payment or any part thereof payable out of funds representing an Additional Prize Payment Amount;

"Additional Prize Payment Amount" means such amount by which the aggregate amount of the Prize Payments for any Game, shall, from time to time, be increased, as so determined by Camelot and approved by the NLC and which shall be notified in writing by Camelot to the Trustee and the Account Bank;

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“Advance Sales Trust Account” means:

- (a) the account numbered 20070538 established by the Trustee at the Account Bank into which Camelot shall from time to time pay Subscription Moneys and Multidraw Receipts pursuant to Clause 10.3; and
- (b) such other account or accounts established from time to time by the Trustee, with the prior written approval of Camelot and the NLC, into which Camelot shall from time to time pay Subscription Moneys and Multidraw Receipts;

“Aggregate Camelot Reserve” means £20,000,000 (or such amount as the NLC may from time to time agree with Camelot and notify the Trustee in writing as being the Aggregate Camelot Reserve);

“Aggregate Prize Payments” means, in respect of each Game, the aggregate amount required to be set aside for prizes from the Sales Revenues for such Game and determined:

- (a) in respect of each Lotto Game (excluding the EuroMillions Game and any Fixed Prize Game), by multiplying the Sales Revenues for such Lotto Game by the relevant Prize Payout Percentage; or
- (b) in respect of each Scratchcard Pack, by multiplying the Sales Revenues for such Scratchcard Pack by the relevant Prize Payout Percentage; or
- (c) in respect of any Fixed Prize Game, as the Fixed Prize Payments in respect of that Fixed Prize Game; or
- (d) in respect of the EuroMillions Game, as the Prize Payments in respect of that Game;
- (e) in respect of any Interactive Only Game, as the Interactive Only Prize Payments in respect of that Game; or
- (f) in respect of any other Game, by such other formula or method approved in writing by the NLC and notified in writing by Camelot to the Trustee;

“Annuity Game” means any Scratchcard Game which, except to the extent provided in the rules applicable to such Scratchcard Game, offers a Non-Cash Prize in the form of an Annuity Policy;

“Annuity Policy” means an annuity policy established or to be established by an Annuity Provider for a Prize Winner in accordance with the rules from time to time applicable to any Annuity Game;

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"Annuity Provider" means, in relation to an Annuity Policy, such company authorised to issue annuities in the United Kingdom and/or the Isle of Man as Camelot may in its discretion determine from time to time which, in either case, is the issuer of such Annuity Policy;

"Applied Camelot Breakage" means that part of any Camelot Breakage which has been paid into the Prize Reserve Trust No.1 Account (if any) and is specified as such in a Camelot Weekly Trust Report;

"Applied Independent Section 6 Licensee Breakage" means, in relation to any Independent Section 6 Licensee, that part of any Independent Section 6 Licensee Breakage which relates to such Independent Section 6 Licensee which has been paid into the relevant Prize Reserve Trust No.3 Account (if any) and is specified as such in a Camelot Weekly Trust Report;

"Assignment Notice Provision" means the assignment notice provision in the form, or in substantially the form, set out in Part 1 of the First Schedule;

"Auditors" means PricewaterhouseCoopers, acting in its capacity as the auditors of Camelot, or such other firm of independent and nationally recognised accountants which the Trustee and the NLC may from time to time nominate or approve in writing;

"Auditors' Account" means the account or accounts established from time to time by the Auditors, details of which have been given by the Auditors in writing to Camelot and the Trustee;

"Authorised Entities" means any banks or financial institutions notified in writing by Camelot and the Trustee to the NLC subject to such safeguards and restrictions as shall be specified in writing from time to time by the NLC and notified in writing to Camelot and the Trustee;

"Authorised Investments" means deposits invested at, or held with, Authorised Entities, subject to such safeguards and restrictions as shall be specified from time to time in writing by the NLC and notified in writing to Camelot and the Trustee;

"Authorised Signatory" means, in relation to any person, an individual who is duly empowered to bind such person and whose authority is evidenced by a resolution of the board of directors (or any other appropriate means of authorisation) of such person;

"Available Licensee Amount" has the meaning given in Part 2 of the Third Schedule;

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"Available Prize Reserve Trust No. 1 Account Balance" means, at any time in relation to any Additional Camelot Prize Funding Notice and the Additional Camelot Prize Funding Reserved Amount specified in it, the balance then standing to the credit of the Prize Reserve Trust No. 1 Account after deducting therefrom:

- (a) any amount previously notified by Camelot to the Trustee as being required to be reserved as an Additional Camelot Prize Funding Reserved Amount to the extent not released pursuant to Clause 11.7;
- (b) any Unutilised Camelot Breakage;
- (c) any Interactive Token Funds;
- (d) any Interactive Token Amounts;
- (e) any Interactive Token Expired Amounts; and
- (f) any Additional Camelot Prize Funding Cash Amount specified in any other Additional Camelot Prize Funding Notice which Additional Camelot Prize Funding Cash Amount relates to a Game for which the Additional Prize Payments have not been determined and/or which Camelot and NLC have not determined is no longer required;

"Bacs" means the banks' and building societies' automated clearing services as amended from time to time or any scheme replacing the same;

"Bacs Payment" means the payment of Receipts to Camelot through Bacs by Retailers, in respect of whom Camelot has, from time to time, directed that they shall make payments of Receipts by way of Direct Debits to be collected by Camelot through Bacs;

"Bank Agreement" means the bank agreement dated 12 November 1994 made between Camelot, the Trustee and the Account Bank as amended and restated from time to time including, most recently, pursuant to the Ninth Supplemental Bank Agreement or any other bank agreement entered into in connection with the appointment of an Account Bank in the form of the Bank Agreement or such other form as Camelot, the Trustee and the NLC may approve in writing;

"Beneficiaries" means:

- (a) each and every Prize Winner from time to time;
- (b) the Trustee;

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Short particulars of all the property mortgaged or charged

- (c) any Receiver;
- (d) each Independent Section 6 Games Refunded Ticketholder; and
- (e) any other person (other than Camelot) entitled from time to time to any amount under, and in respect of, the Trust Interest Priority of Payments, the Trust Priority of Payments or any other provision of this Deed

PROVIDED THAT, for the avoidance of doubt,

(A) NLDF shall only be a Beneficiary hereunder to the extent of:

- (i) NLDF Unclaimed Prize Payment Entitlements;
- (ii) Unpaid Prize Payments in respect of which the Unpaid Prize Date has passed; and
- (iii) (subject to the provisions of Clause 13.7 and Clause 13.8) any NLDF Interest Amounts due and payable to NLDF under Clause 13.3 and paragraph (h) of the Trust Interest Priority of Payments,

but not in respect of any other amount (including but not limited to any NLDF Amount) due and payable to NLDF by Camelot or by any other person; and

(B) OLDF shall only be a Beneficiary hereunder to the extent of:

- (i) OLDF Unclaimed Prize Payment Entitlements; and
- (ii) (subject to the provisions of Clause 13.7 and Clause 13.8) any OLDF Interest Amounts due and payable to OLDF under Clause 13.3 and paragraph (h) of the Trust Interest Priority of Payments,

but not in respect of any other amount (including but not limited to, any OLDF Amount) due and payable to OLDF by Camelot or any other person and

PROVIDED FURTHER THAT at any time when the Trust Priority of Payments is not applicable hereunder by virtue of no Termination Event or service of an Enforcement Notice having occurred, an Independent Section 6 Games Refunded Ticketholder shall only be a Beneficiary hereunder to the extent that there are at any time funds standing to the credit of any Camelot Independent Section 6 Games Refund Account;

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“Breakage” means, at any time, in relation to any Lotto Game (other than a Fixed Prize Game) or Game referred to in paragraph (a)(iv) of the definition of “Camelot Aggregate Prize Liability” and in paragraph (a) of the definition of “Independent Section 6 Licensee Aggregate Prize Liability”, the aggregate amount of the difference between:-

- (a) the aggregate amount of Prize Payments for each such Game prior to any rounding down of each such Prize Payment to the nearest one pound sterling; and
- (b) the aggregate amount of such Prize Payments after such rounding down;

“BSBR” means the Base Rate (or any substitute rate of interest) published from time to time by the Account Bank;

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for business in London;

“Camelot Accounts” means the Relevant Camelot Accounts and any other account which may from time to time be charged by Camelot in favour of the Trustee pursuant to this Deed;

“Camelot Advance Sales Trust Account Interest Entitlement” means, on any Trust Interest Report Date, the aggregate (rounded down to the nearest whole pound) of (i) 5% of all amounts credited to the Advance Sales Trust Account in respect of Multidraw Receipts from and including the Licence Date to and including such Trust Interest Report Date less (ii) the total amount applied in payment to Camelot by way of Camelot Advance Sales Trust Account Interest Entitlement Cash Amount pursuant to paragraph (g) of the Trust Interest Priority of Payments from and including the Licence Date to and including such Trust Interest Report Date;

“Camelot Advance Sales Trust Account Interest Entitlement Cash Amount” means, on any Trust Interest Report Date, the lesser of (i) the amount of interest earned on or arising in respect of any amount standing to the credit of the Advance Sales Trust Account and credited to the Trust Interest Account in the calendar quarter ending on such date and (ii) the Camelot Advance Sales Trust Account Interest Entitlement;

“Camelot Aggregate Prize Liability” means an amount equal to:

- (a) the Aggregate Prize Payments in respect of:

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Short particulars of all the property mortgaged or charged

- (i) Lotto Games which are Camelot Games for which the draw took place during the Preceding Relevant Week;
- (ii) Scratchcard Packs for Camelot Games which were settled during the Preceding Relevant Week;
- (iii) Interactive Only Games to the extent only of Internet Only Prize Payments determined on Internet Only Play Days which commenced on days falling within the Preceding Relevant Week; and
- (iv) other Camelot Games in respect of which the determination of the Prize Payments and the relevant Prize Winners was made during the Preceding Relevant Week,

PLUS

- (b) the aggregate of the Additional Prize Payments in respect of Camelot Games the determination of which was made during the Preceding Relevant Week,

LESS

- (c) Camelot Breakage relating to the Aggregate Prize Payments in respect of the Preceding Relevant Week as determined under (a)(i) and (a)(iv) above;

"Camelot Amount" means at any time and from time to time the amount (if any) by which:

- (a) the aggregate amount standing to the credit of the Retailers' Collection Account; and
- (b) the aggregate amount of any Camelot Authorised Investments made from amounts which were debited from the Retailers' Collection Account to the extent that the same are due to be recredited to the Retailers' Collection Account prior to the time at which:
 - (i) the NLDF Amount; and
 - (ii) the Trustee's Receipts Amount; and
 - (iii) the Independent Section 6 Games Refund Amount; and
 - (iv) the OLDF Amount,

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Short particulars of all the property mortgaged or charged

are next due to be paid out of the Retailers' Collection Account;

exceeds

- (c) the aggregate of the NLDF Amount and the Trustee's Receipts Amount and the Independent Section 6 Games Refund Amount and the OLDF Amount;

"Camelot Assurance Trust Account" means:

- (a) the account so designated and established by the Trustee at the Account Bank into which amounts shall be credited in accordance with the provisions of Clause 10.13; and
- (b) such other account or accounts established from time to time by the Trustee, with the prior written approval of Camelot and the NLC into which amounts shall be credited in accordance with the provisions of Clause 10.13;

"Camelot Authorised Investments" means those Authorised Investments made by Camelot pursuant to the provisions of Clause 12.3;

"Camelot Breakage" means, at any time, that part of the Breakage at such time which relates to Games established or promoted by Camelot;

"Camelot Game" means a Game established and promoted by Camelot;

"Camelot General Account" means any account or accounts established from time to time by Camelot from which, inter alia, certain general payments shall be made by Camelot, and details of which have been given by Camelot in writing to the Trustee;

"Camelot Independent Section 6 Games Refund Account" means:

- (a) the account numbered 20070228 established by Camelot at the Account Bank into which Camelot shall make payment from the Retailers' Collection Account in respect of amounts due to Independent Section 6 Games Refunded Ticketholders; and
- (b) such other account or accounts established from time to time by Camelot with the prior written approval of the NLC and notified in writing by Camelot to the Trustee, into which Camelot shall pay any Independent Section 6 Games Refund Amount;

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"Camelot Lottery Documents" means those of the Lottery Documents to which Camelot is a party;

"Camelot Overdrawn Amount" shall have the meaning ascribed thereto in Clause 9.21;

"Camelot Payment Date" means, in respect of each Game:

- (a) each Wednesday or, if such day is not a Business Day, the next succeeding day which is a Business Day; or
- (b) such other day which shall be agreed in writing by Camelot and the NLC and notified in writing by Camelot to the Trustee or, if at any time such day is not a Business Day, the next succeeding day which is a Business Day; or
- (c) if either or both of the two preceding days to the day which, by virtue of the provisions of paragraph (a) or, as the case may be, paragraph (b) of this definition, would be a Camelot Payment Date is not a Business Day or, as the case may be, are not Business Days, then the Camelot Payment Date shall be two Business Days after the earliest Business Day on which the CHAPS Payment for the Preceding Relevant Week was due to have been made; and/or
- (d) in respect of the Isle of Man or any part of the United Kingdom where either or both of the two preceding days to the Camelot Payment Date, as determined by virtue of the preceding provisions of this definition, is or are a public, bank or national holiday in the Isle of Man or such part of the United Kingdom (as applicable) (but not the United Kingdom as a whole), then the Camelot Payment Date shall, in respect of amounts payable by Camelot by reference to the amounts due from Retailers paying from the Isle of Man or such part of the United Kingdom (as applicable) (which shall be deemed to be the same proportion of the amount payable from all Retailers as shall be agreed by Camelot and the NLC (and which shall be notified in writing to the Trustee by Camelot) for the purposes of the Licence), be the Business Day immediately falling after the Camelot Payment Date as determined by virtue of the preceding provisions of this definition;

"Camelot Promoter Failed Payment Refund" means any refund which may be payable from the Prize Reserve Trust No.2 Account to the Camelot Voucher Account pursuant to Clause 11.20;

"Camelot Reimbursement Amount" means, on any Business Day:

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- (a) prior to the occurrence of a Termination Event or the service of an Enforcement Notice, the net aggregate amount of:
- (i) the aggregate amount of all Prize Payments and Goods Supplier Payments in respect of which payment has or will have been made on such Business Day by the Account Bank against the cheques drawn by Camelot in relation thereto out of the Prize Payment Account;
 - (ii) the aggregate amount of all Prize Payments and Goods Supplier Payments in respect of which payment has been made on such Business Day by the Account Bank by way of Direct Credits processed through the Prize Payment Account (other than any amount falling within sub-paragraph (iii) of this paragraph (a)) but including any Direct Winnings;
 - (iii) the aggregate amount of all Prize Payments transferred from the Prize Payment Account to the Interactive Trust Account (for subsequent credit to the Wallets of the relevant Prize Winners) pursuant to Clause 9.22(d) on such Business Day;
 - (iv) the aggregate amount of all Prize Payments and Goods Supplier Payments in respect of which payment has been made through the Prize Payment Account on such Business Day by the Account Bank by way of any method or process which is not referred to in paragraphs (i), (ii) or (iii) of this definition and which has been notified in writing by Camelot to the Trustee;

LESS

- (v) to the extent not previously transferred by the Account Bank from the Prize Payment Account to the Operational Trust Account pursuant to the provisions of Clause 5.5 of the Bank Agreement, the aggregate amount in respect of Prize Payments and Goods Supplier Payments of all Direct Credits in respect of which Bacs and the Direct Debit Scheme have not, in accordance with their procedures, been able to effect payment to the recipients of such Direct Credits to the extent that such amounts have been recredited to the Prize Payment Account and have not already been taken into account under this paragraph (v) of this definition in any determination of a Camelot Reimbursement Amount;
- (vi) to the extent not previously transferred by the Account Bank from the Prize Payment Account to the Operational Trust Account pursuant to the provisions of Clause 5.5 of the Bank Agreement, the

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aggregate amount in respect of Prize Payments and Goods Supplier Payments in respect of cheques debited to the Prize Payment Account which have not resulted in a credit to the account of the Prize Winner or Goods Supplier and which, in accordance with the Account Bank's procedures, have been recredited to the Prize Payment Account;

PROVIDED THAT:

- (A) all such Prize Payments and Goods Supplier Payments shall have been itemised in a Daily Prize Report;
 - (B) a Reimbursement Report detailing the amounts set out in paragraphs (a)(i) to (a)(vi) (inclusive) of this definition shall have been delivered to the Trustee pursuant to the provisions of Clauses 11.9 and 15.1(c) on the Business Day on which the relevant Camelot Reimbursement Amount is to be paid; and
 - (C) no amount attributable to the issue of a Match O Prize Ticket shall be included in any Camelot Reimbursement Amount; and
- (b) on and after the occurrence of a Termination Event or the service of an Enforcement Notice, zero;

"Camelot Reserve" means such amount as is standing from time to time to the credit of the Reserve Trust Account No.1 and the Reserve Trust Account No.2;

"Camelot Software" has the meaning given to that expression in clause 16.2(b)(2);

"Camelot Subscription Amount" means the sum by which the Utilised Subscription Moneys standing to the credit of the Advance Sales Trust Account on any Camelot Payment Date exceeds the Prize Payment Subscription Amount determined on such Camelot Payment Date;

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"Camelot Voucher Account" means:

- (a) the account numbered 20070481 established by Camelot at the Account Bank into which Camelot shall pay Voucher Failed Payments, Voucher Expired Payments, Promoter Refunds, Camelot Promoter Failed Payment Refunds and Camelot Voucher VAT Payments and from which Camelot shall pay Voucher Failed Payments, Voucher Expired Payments, Promoter Refunds, Camelot Promoter Failed Payment Refunds and Camelot Voucher VAT Payments; and
- (b) such other account or accounts established from time to time by Camelot with the prior written approval of the NLC and notified in writing by Camelot to the Trustee, into which Camelot shall pay Voucher Failed Payments, Voucher Expired Payments, Promoter Refunds, Camelot Promoter Failed Payment Refunds and Camelot Voucher VAT Payments and from which Camelot shall pay Voucher Failed Payments, Camelot Expired Payments, Promoter Refunds, Camelot Promoter Failed Payment Refunds and Camelot Voucher VAT Payments;

"Camelot Voucher VAT Payment" means any amount identified as such in a Reimbursement Report for which Camelot may be able to claim payment from the Prize Reserve Trust No.2 Account pursuant to Clause 11.20;

"Camelot Weekly Payments" mean, on each Camelot Payment Date, the Camelot Weekly Trust Payment, any Additional Camelot Superdraw Prize Funding Jackpot Top up Amount and the Interactive Weekly Wallet Utilisation Payment, each due and payable on such Camelot Payment Date;

"Camelot Weekly Trust Payment" means on each Camelot Payment Date (the "Relevant Date") an amount equal to the aggregate of (i) the Camelot Aggregate Prize Liability plus (ii) the Independent Section 6 Licensee Aggregate Prize Liability for each Independent Section 6 Licensee

PLUS

- (i) an amount equal to the aggregate of:
 - (A) Prize Payments validated by Retailers but not paid to the relevant Prize Winner by such Retailers of which Camelot became aware during the Preceding Relevant Week; and
 - (B) Prize Payments paid during the Preceding Relevant Week in respect of Tickets from Scratchcard Packs which either have been lost or stolen and which have not been activated in accordance with the regulations of the relevant Scratchcard Game or, in the

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case of stolen Scratchcard Packs only, have been so activated but (a) were not settled at the date of notification to Camelot of the theft and (b) are not stolen Scratchcard Packs which Camelot has determined should become settled;

LESS

- (i) the aggregate amount of Prize Payments which Retailers have validated and Match O Prize Tickets which Retailers have issued, in each case in respect of which such Retailers have been reimbursed by way of deduction from the Receipts of those Retailers during the Preceding Relevant Week;
 - (ii) only to the extent that the Prize Payment Subscription Amount is being paid in accordance with the provisions of Clause 11.3(a), the Prize Payment Subscription Amount relating to such Relevant Date;
 - (iii) the face value of Match O Prize Tickets issued by Camelot during the Preceding Relevant Week to the extent only that no Retailer has been reimbursed in respect of the Non-Cash Prize represented by any such Match O Prize Ticket either (a) by way of a deduction from its Receipts or, (b) in the case of Post Office Counters Limited only, by a reimbursement by Camelot from the Camelot General Account in accordance with paragraph (v) below; and
 - (iv) the Additional Camelot Superdraw Prize Funding Jackpot Top up Amount;
- and
- (v) the aggregate amount of Prize Payments which Post Office Counters Limited has validated and Match O Prize Tickets which Post Office Counters Limited has issued, in each case in respect of which Post Office Counters Limited has been reimbursed by Camelot from the Camelot General Account during the Preceding Relevant Week;

PROVIDED THAT, for the avoidance of doubt, in calculating the Camelot Weekly Trust Payment no amount shall be included in more than one of the categories set out in paragraphs (a) to (c) of the definitions of Camelot Aggregate Prize Liability or Independent Section 6 Licensee Aggregate Prize Liability or on more than one Relevant Date;

"Camelot Weekly Trust Payment Report" means the report:

- (a) setting out:

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- (i) the amount of each of the Camelot Weekly Trust Payment, the Additional Camelot Superdraw Prize Funding Jackpot Top up Amount (if any) and the Interactive Weekly Wallet Utilisation Payment; and
 - (ii) any amount of any such Camelot Weekly Payment which shall be payable on a Camelot Payment Date as determined under the provisions of paragraph (d) of the definition of "Camelot Payment Date",
- (b) specifying the amount payable by way of Bacs Payment and the amount payable by way of CHAPS Payment; and
- (c) specifying:
 - (i) the Utilised Subscription Moneys;
 - (ii) the Utilised Voucher Moneys;
 - (iii) if the Camelot Subscription Amount is being paid in accordance with the provisions of Clause 11.3(a), the Camelot Subscription Amount;
 - (iv) if the Prize Payment Subscription Amount is being paid in accordance with the provisions of Clause 11.3(a), the Prize Payment Subscription Amount;
 - (v) the Camelot Aggregate Prize Liability;
 - (vi) the Independent Section 6 Licensee Aggregate Prize Liability for each Independent Section 6 Licensee;
 - (vii) the aggregate amount of Prize Payments paid to Prize Winners by Retailers and the aggregate amount of Sales Revenues attributable to the issue of Match O Prize Tickets in exchange for Match O Prize Winning Daily Play Game Tickets, in each case in respect of which such Retailers have been reimbursed during the Preceding Relevant Week either (a) by way of deduction from the Receipts of those Retailers, or (b) in the case of Post Office Counters Limited, by Camelot from the Camelot General Account in accordance with paragraph (v) of the definition of Camelot Weekly Trust Payment;
 - (viii) the amount (if any) of any payment to be made from the Retailers' Collection Account to the Prize Reserve Trust No. 1 Account as Additional Camelot Prize Funding Cash Amount;

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- (ix) the amount, if any, of any payment to be made from the Retailers' Collection Account to any Prize Reserve Trust No. 3 Account as Additional Independent Section 6 Licensee Prize Funding in accordance with Clause 10.4B(a) and details of the Games to which such Additional Independent Section 6 Licensee Prize Funding relates;
- (x) the amount, if any, of any payment to be made from the Retailers' Collection Account to the Camelot Independent Section 6 Games Refund Account pursuant to Clause 9.2 (c)(v) (being an amount not exceeding the Independent Section 6 Games Refund Amount);
- (xi) the amount of any Camelot Breakage to be paid from the Retailers' Collection Account into the Prize Reserve Trust No. 1 Account pursuant to Clause 10.4(A)(b) and the amount of any Independent Section 6 Licensee Breakage to be paid from the Retailers' Collection Account into the relevant Prize Reserve Trust No. 3 Account pursuant to Clause 10.4B(b);
- (xii) the amount (if any) of any Interactive Token Funds to be transferred to the Prize Reserve Trust No.1 Account pursuant to Clause 10.12(a);
- (xiii) the amount of any Applied Camelot Breakage and the amount of any Applied Independent Section 6 Licensee Breakage to be paid in respect of any Independent Section 6 Licensee;
- (xiv) the amount of any Unutilised Camelot Breakage and the amount of any Unutilised Independent Section 6 Licensee Breakage in respect of each Independent Section 6 Licensee;
- (xv) ***[This paragraph is no longer used and has been deleted];***
- (xvi) the aggregate amount of Sales Revenues attributable to Match O Prize Tickets issued by Camelot in the Preceding Relevant Week to the extent only that no Retailer has been reimbursed in respect of the Non-Cash Prize represented by any such Match O Prize Ticket either (a) by way of a deduction from its Receipts or, (b) in the case of Post Office Counters Limited only, by a reimbursement by Camelot from the Camelot General Account in accordance with paragraph (v) of the definition of Camelot Weekly Trust Payment;
- (xvii) the amount (if any) to be transferred on the relevant Camelot Payment Date (or such later date in the Relevant Week as may be specified in such Camelot Weekly Trust Payment Report) from the

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Euro Collection Account to the Retailers' Collection Account or to the EuroMillions Euro Account; and

(xviii) the Available Prize Reserve Trust No. 1 Account Balance;

(xix) the NLDF Amount payable on the next following NLDF Payment Date;

(xx) the OLDF Amount payable on the next following OLDF Payment Date;

(xxi) the Independent Section 6 Games Refund Amount then owing; and

(xxii) the aggregate amount of Prize Payments reimbursed by Camelot in accordance with paragraph (v) of the definition of Camelot Weekly Trust Payment;

(d) further giving details of pre-funding arrangements, if any, being:

(i) the aggregate amount standing to the credit of the Prize Reserve Trust No. 1 Account representing Additional Camelot Prize Funding;

(ii) the amount of any sums standing to the credit of the relevant Prize Reserve Trust No. 3 Account required to be reserved as Additional Independent Section 6 Licensee Prize Funding in respect of each Independent Section 6 Licensee;

(iii) the amount of any sums required to be released from the Prize Reserve Trust No.1 Account and/or from any Prize Reserve Trust No.3 Account under Clause 11.7(b) in respect of a Camelot Game or Clause 11.7(c) in respect of an Independent Section 6 Game; and

(iv) the amount of any sums required to be paid from the Prize Reserve Trust No. 1 Account and/or from any Prize Reserve Trust No.3 Account under Clause 11.7(d),

which report is to be delivered by Camelot to, inter alia, the Trustee and the Account Bank by not later than 11.00 am on the Business Day immediately preceding the Camelot Payment Date on which such Camelot Weekly Trust Payment, such Prize Payment Subscription Amount and such Additional Camelot Superdraw Prize Funding Jackpot Top up Amount (if any) shall be due to be paid into the Operational Trust Account and any other payments referred to in this definition shall be due to be paid into the relevant account;

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"Cancellation Event" means all or any of the following:

- (a) the termination, cancellation or withdrawal of any Game with the prior written consent of the NLC, whether before or after service of an Enforcement Notice or the occurrence of a Termination Event or the occurrence of an Independent Section 6 Licensee Termination Event and, as a consequence thereof, no draw or settlement or declaration of any Prize Winners has been or will be made or, if so made, such draw has been declared void or annulled and the persons who have played such Game have become ineligible to participate in such Game or to receive any prize in respect thereof; or
- (b) in relation to Camelot and Games promoted by Camelot, the cancellation or repurchase of any Ticket by Camelot in accordance with either the provisions of, or relating to, the Licence or the regulations relating to the Game in respect of which such Ticket has been sold or issued; or
- (c) in relation to an Independent Section 6 Licensee and Games promoted by such Independent Section 6 Licensee, the cancellation or repurchase of any Ticket by such Independent Section 6 Licensee in accordance with either the provisions of, or relating to, the relevant Section 6 Licence or the regulations relating to the Game in respect of which such Ticket has been sold or issued;

"Cancelled Prize Payment Amount" means, at any time, such amount, being referred to in the relevant Reimbursement Report, equivalent to the aggregate amount which would, but for the Cancellation Event, have been paid as Prize Payments, which relate to any Cancellation Event as must be paid by, or on behalf of, Camelot, together with any other amount that may be paid by Camelot, as a reimbursement of the cost of the Refunded Tickets to the persons who hold Refunded Tickets in respect of any Games (other than, for the avoidance of doubt, and save where the proviso to this definition applies, Subscription Players and Multidraw Players or persons holding Refunded Tickets issued to Multidraw Players if and to the extent that Subscription Moneys or, as the case may be, Multidraw Receipts in respect of such Cancellation Event have not formed part of any Utilised Subscription Moneys), relating to such Cancellation Event, and who are ineligible to receive Prize Payments as a consequence of such Cancellation Event provided that where any Multidraw Receipts are transferred to the Operational Trust Account from the Advance Sales Trust Account pursuant to Clause 11.14(b), reimbursements of such amounts to Multidraw Players in respect of the relevant Independent Section 6 Games from the Operational Trust Account through the Prize Payment Account shall be payments of Cancelled Prize Payment Amounts;

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"Card Processing System" means the electronic payments system operated by the Account Bank or such other bank as the Trustee and the NLC may from time to time approve through which, from time to time in accordance with this Deed and/or the Interactive Conditions:

- (A) amounts are to be transferred from Interactive Player Accounts to the Players' Collection Account (or vice versa); and/or
- (B) Subscription Moneys are to be transferred to the Subscription Collection Account;

"Cash Equivalent" means the amount due to any Goods Prize Winner as a cash alternative for goods or services or an Annuity Policy in accordance with the regulations of the relevant Game or, following the service of an Enforcement Notice, an amount (including any VAT) equal to the amount that would have been paid or reimbursed by Camelot by way of a Goods Supplier Payment for the purpose of providing goods or services or an Annuity Policy to a Goods Prize Winner;

"CHAPS" means the Clearing House Automated Payments System for making payments anywhere in the United Kingdom as amended from time to time or any scheme replacing the same;

"CHAPS Payment" means the payment of Receipts through CHAPS by Retailers, in respect of whom Camelot has, from time to time, directed that they shall make payments of Receipts through CHAPS;

"Chargeback" shall have the meaning ascribed thereto in Clause 9.28;

"Charged Property" means each and every part of the undertaking of Camelot and the property, assets and rights of Camelot charged in favour of the Trustee by, or pursuant to, Clause 3.1 and/or pursuant to the Account Declarations of Trust and any other security created by or pursuant to this Deed and the proceeds thereof;

"Clause 11.13 Notice" shall have the meaning ascribed thereto in Clause 11.13;

"Communications Equipment" means all equipment for communication with on-line Terminals and validation Terminals and any other Terminals used in connection with the National Lottery and the telecommunications network for the purposes of the operation of the on-line lottery system under the National Lottery;

"Compulsory Wallet Withdrawal" means, in relation to an Interactive Player, a withdrawal of the Unutilised Wallet Balance from such Interactive Player's Wallet which is made by Camelot on a Compulsory Wallet Withdrawal Date (or the next

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following Business Day) in accordance with the requirements of the NLC and the Interactive Conditions and which corresponds to a transfer of an amount equal to such Unutilised Wallet Balance from the Interactive Trust Account to the Player's Collection Account for transfer to such Interactive Player's Interactive Player Account pursuant to Clause 9.16A;

"Compulsory Wallet Withdrawal Cheque Reimbursement Amount" means on any Business Day, in relation to a Compulsory Wallet Withdrawal Instruction, the aggregate amount of all Compulsory Wallet Withdrawals which were included in such Compulsory Wallet Withdrawal Instruction in respect of which (a) Camelot has not been able to pay, or has not paid, the relevant amount to the relevant Interactive Player by direct transfer to his or her Interactive Player Account and (b) payment has been or will be made on such Business Day by the Account Bank against cheques drawn by Camelot in relation thereto on the Players' Collection Account;

"Compulsory Wallet Withdrawal Date" means a day, being a Business Day, on which Camelot is required by the NLC to return all Unutilised Wallet Balances to the Interactive Players because the Interactive Platform (or any part thereof) has been incapable of operation for a period of seven consecutive days or more (in each case as determined from time to time by agreement between Camelot and the NLC);

"Compulsory Wallet Withdrawal Instruction" means a compulsory instruction in writing delivered by Camelot to the Trustee:

- (a) specifying that the date identified in such instruction is or will be a Compulsory Wallet Withdrawal Date;
- (b) specifying the aggregate amount representing Unutilised Wallet Balances which is to be transferred from the Interactive Trust Account to the Players' Collection Account on such Compulsory Wallet Withdrawal Date (the **"Compulsory Wallet Withdrawal Amount"**);
- (c) requesting the release of an amount equal to such Compulsory Wallet Withdrawal Amount from the Players' Collection Account Declaration of Trust and the transfer of such amount from the Players' Collection Account (after completion of the transfer referred to in paragraph (b) of this definition); and
- (d) certifying to the Trustee that the amount so released will be transferred to the individual Interactive Player Accounts of the Interactive Players in amounts equal to their respective Unutilised Wallet Balances;

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"COTS" means, in respect of Software, that Software which is generally commercially available off-the-shelf;

"Critical Supporting Software" means all Software other than Software which is COTS or Camelot Software (but including for the avoidance of doubt, the PPSS Software and any Software licensed to Camelot by Elsym Consulting Inc.) as enhanced, modified or amended from time to time;

"Critical Supporting Software Licensor" means a Software Licensor of Critical Supporting Software;

"Daily Net Wallet Movement" means:

(A) on any Business Day other than one falling within paragraph (B) below, the amount (which may be a positive figure or a negative figure or zero) identified as such in the Interactive Daily Report delivered on such Business Day, being:

(a) the aggregate of all Wallet Deposits;

less the amount which is the total of:

(b) the aggregate of all Wallet Withdrawals;

(c) the aggregate of all Wallet Utilisations; and

(d) the aggregate amount of all Chargebacks debited to the Players' Collection Account (but excluding any amount of any such Chargeback (i) which represents a Wallet Utilisation or (ii) to the extent that when debited to the relevant Interactive Player's Wallet in accordance with Clause 9.17 it will result in the relevant Wallet having a negative balance); and

(e) the aggregate of all Manual Wallet Withdrawals;

in each case made during the Interactive Play Day which ended on such Business Day; and

(B) on any Business Day being the Business Day following one or more days which is or are not Business Days ("Non-Business Days"), the amount (which may be a positive figure or a negative figure or zero) identified as such in the Interactive Daily Report delivered on such Business Day, being:

(a) the aggregate of all Wallet Deposits;

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less the aggregate of:

- (b) the aggregate of all Wallet Withdrawals;
- (c) the aggregate of all Wallet Utilisations; and
- (d) the aggregate of all Chargebacks debited to the Players' Collection Account (but excluding any amount of any such Chargeback (i) which represents a Wallet Utilisation or (ii) to the extent that when debited to the relevant Interactive Player's Wallet in accordance with Clause 9.17 it will result in the relevant Wallet Balance being negative); and
- (e) the aggregate of all Manual Wallet Withdrawals;

in each case made during the Interactive Play Days which commenced and/or ended during such Non-Business Days;

"Daily Net Wallet Movement Transfer Amount" means, on any Business Day, an amount equal to the Daily Net Wallet Movement less the Manual Wallet Withdrawal Cheque Amount, in each case as specified in the Interactive Daily Report delivered on such Business Day;

"Daily Play Game" means the Lotto Game called the Daily Play Game which normally offers Fixed Prize Payments only;

"Daily Play Lucky Dip Ticket" means a Ticket issued or to be issued by Camelot in respect of the Daily Play Game which contains a Lucky Dip Selection;

"Daily Prize Report" means the report delivered by Camelot to, inter alia, the Trustee and the Account Bank in a form satisfactory to the Trustee which Camelot shall send on each Business Day and which shall, inter alia, include information in respect of:

- (a) the aggregate amount of all cheques drawn by Camelot in respect of Prize Payments and Goods Supplier Payments on the Prize Payment Account on the preceding Business Day but excluding any such cheque which has been included under paragraph (f) of this definition in any previously delivered Daily Prize Report;
- (b) the aggregate amount of all Direct Credits initiated by Camelot in respect of Prize Payments from the Prize Payment Account on the preceding Business Day (other than any amount falling within paragraphs (c) and (d) of this definition);

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- (c) the aggregate amount of all payments representing Wallet Winnings the transfer of which from the Prize Payment Account to the Interactive Trust Account was initiated on the preceding Business Day;
- (d) the aggregate amount of all payments representing Direct Winnings the transfer of which to the relevant Interactive Player Accounts was initiated on the preceding Business Day;
- (e) the aggregate amount of all other payments initiated by Camelot in respect of Prize Payments from the Prize Payment Account on the preceding Business Day;
- (f) the aggregate amount of all cheques drawn by Camelot in respect of Prize Payments and Goods Supplier Payments on the Prize Payment Account on that Business Day which Camelot believes will clear on that Business Day; and
- (g) an itemised list of each individual payment (but not the identity of any Prize Winner) which is included in any of the categories contained in paragraphs (a), (b), (c), (d), (e) and (f) of this definition;

"Deed of Adherence" means a deed in the form set out in the Fourth Schedule with such amendments or supplements as the Trustee requires at or before the time of entry into of such Deed;

"Deed of Priority" means the deed of priority made between Camelot, the Trustee and the Account Bank on 12 November 1994 as amended and restated pursuant to a Supplemental Deed between such parties and dated 14 April 1998 under which the First Floating Charge created under and pursuant to the Account Bank's Charge shall rank in priority before the floating charge created under and pursuant to Clause 3.1(h)(i) and such other deeds of priority which the Trustee and/or the Account Bank may enter into in respect of the Non-Lottery Assets;

"Default Payment Notice" means a notice delivered by the Trustee to Camelot:

- (a) notifying that Camelot has failed to make a payment in whole or in part to one of the Trust Accounts on the due date of such payment; and
- (b) requesting Camelot immediately to remedy such failure;

"Deficiency" shall have the meaning ascribed thereto in Clause 11.10;

"Direct Credit" means any payment initiated by Camelot through Bacs and the Direct Debit Scheme;

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"Direct Debit" means any collection made by Camelot through Bacs and the Direct Debit Scheme

"Direct Debit Recall" has the meaning ascribed thereto in Clause 9.27;

"Direct Debit Scheme" means the scheme for the manual and automated debiting and crediting of bank accounts operated in accordance with the detailed rules of certain members of the Association for Payment Clearing Services;

"Direct Goods Prize Payment" means any payment of an amount paid directly by Camelot to a Prize Winner as part of a Non-Cash Prize but not any payment forming part of a Goods Supplier Payment or any payment by a Goods Supplier Agreement to a Goods Prize Winner;

"Direct Winnings" means, in relation to an Interactive Player, an amount equal to any Prize Payment which, in accordance with instructions received by Camelot from such Interactive Player and the Interactive Conditions, is to be credited to such Interactive Player's Interactive Player Account by way of Direct Credit but is not to be credited to such Interactive Player's Wallet;

"Discontinuance Amount" means any amount transferred to the Operational Trust Account pursuant to Clauses 11.1(a)(B), 11.14(b) or 13.2;

"Dream Number Game" means a Lotto Game called Dream Number which normally offers Fixed Prize Payments only;

"Enforcement Account" means such account or accounts established by the Trustee on or following the Trustee exercising its powers pursuant to the provisions of Clause 23.2 or following the occurrence of any Enforcement Event with such bank as may be approved in writing by the NLC and into which all Receipts may, following the occurrence of an Enforcement Event, be paid by the Retailers;

"Enforcement Event" means any of the events set forth in the Second Schedule;

"Enforcement Notice" means a notice given by the Trustee pursuant to Clause 25.3 to Camelot in which it is stated that:

- (a) an Enforcement Event has occurred; and
- (b) the Trustee intends to enforce the security constituted by this Deed to the extent permitted hereunder and/or by law;

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"EN-P-25" means the document identified as such and signed on or about the Licence Date by Camelot and the NLC, a copy of which has been supplied to the Trustee;

"Escrow Agreement" means the Escrow Agreement in the form annexed to the PPSS Licence as amended or supplemented from time to time including any other agreement entered into performing the same function pursuant to clause 19.5 of the PPSS Licence;

"Euro Collection Account" means:

- (a) the account numbered CAMEGR-EUR established by Camelot at the Account Bank into or from which payments will be made from or to the Retailers' Collection Account and the EuroMillions Euro Account; and
- (b) such other account established from time to time by Camelot with the prior written approval of the NLC and notified in writing by Camelot to the Trustee for the purpose of replacing such account;

"Euro Collection Account Declaration of Trust" means the declaration of trust by Camelot in respect of the Total Euro Collection Account Trust Property contained in Clause 9.24;

"EuroMillions Account Bank" means The Royal Bank of Scotland plc acting through its Leisure Team in Corporate Banking at 280 Bishopsgate, London EC2M 4RB (Sort Code 16 04 00), or any branch as has been notified in writing to Camelot and the EuroMillions Trustee or such other bank as the EuroMillions Trustee may from time to time approve;

"EuroMillions Authorised Investments" means Authorised Investments as defined in the EuroMillions Trust Deed;

"EuroMillions Deed of Priority" means the deed of consent and postponement dated 30 January 2004 as amended and restated on 8 September 2004 and made between, Camelot, the Trustee, the Account Bank and the EuroMillions Trustee;

"EuroMillions Deposit Amount" means the sums required to be deposited in the EuroMillions Sterling Account pursuant to the terms of the Framework Agreement;

"EuroMillions Domestic Account Entitlement" means any amount at any time and from time to time due or owing to Camelot under or pursuant to the Framework Agreement and/or the EuroMillions Trust Deed other than any EuroMillions Euro Account Entitlements;

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"EuroMillions Entitlements" means EuroMillions Domestic Account Entitlements and/or EuroMillions Euro Account Entitlements as the case may be;

"EuroMillions Euro Account" means:

- (a) the account numbered CAGREUMI-EUR-A established by Camelot at the EuroMillions Account Bank into which the other EuroMillions Participants shall pay the EuroMillions Euro Account Entitlements; and
- (b) such other account or accounts established from time to time by Camelot, with the prior written approval of the NLC and notified in writing by Camelot to the Trustee, into which any such EuroMillions Euro Account Entitlements shall be paid by the other EuroMillions Participants;

"EuroMillions Euro Account Entitlement" means any amount at any time and from time to time due or owing to Camelot under or pursuant to the Framework Agreement and/or the EuroMillions Trust Deed which is payable in euros;

"EuroMillions Fixed Charges" means the fixed charges created by Camelot pursuant to Clause 3.1 of the EuroMillions Trust Deed;

"EuroMillions Game" means the game so called which is operated by Camelot and which is the subject of the arrangements contemplated by the Framework Agreement and the EuroMillions Trust Deed;

"EuroMillions Notice of Assignment" means a notice of assignment in the form, or substantially in the form of Part 5 of the First Schedule;

"EuroMillions Participants" means the lottery operators which are party to the Framework Agreement from time to time;

"EuroMillions Sterling Account" means:

- (a) the account numbered 20022568 established by Camelot at the EuroMillions Account Bank into which Camelot shall pay the EuroMillions Deposit Amount; and
- (b) such other account or accounts established from time to time by Camelot, with the prior written approval of the NLC and notified in writing by Camelot to the Trustee, into which any such EuroMillions Deposit Amount shall be paid;

"EuroMillions Trust Deed" means the security trust deed dated 29 January 2004 (as amended from time to time) originally between, *inter alia*, the

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EuroMillions Trustee, the Original Participants (as therein defined) and Services aux Loteries en Europe SCRL;

"EuroMillions Trustee" means The Law Debenture Trust Corporation p.l.c. as security trustee pursuant to the EuroMillions Trust Deed and any other person for the time being appointed as trustee, or as an additional trustee, under the EuroMillions Trust Deed;

"Failed Payment" means such aggregate amount relating to any Subscription Moneys and, but in respect only of paragraph (b) of this definition, Multidraw Receipts (other than, for the avoidance of doubt, any such Subscription Moneys and Multidraw Receipts which form or have formed part of any Utilised Subscription Moneys) which is standing to the credit of the Advance Sales Trust Account in respect of which:

- (a) the payment of such Subscription Moneys by the Subscription Player has not (for whatever reason) resulted in the relevant funds being treated as cleared funds and such amount, including but not limited to any recalled amount, has been debited from the Subscription Collection Account; or
- (b) the aggregate amount of such Subscription Moneys and Multidraw Receipts which relate to any Cancellation Event and which must be paid by, or on behalf of, Camelot to the relevant Subscription Players and Multidraw Players or persons holding Tickets issued to Multidraw Players who are ineligible to participate in such Game or to receive Prize Payments as a consequence of such Cancellation Event;

"First Floating Charge" means the first floating charge created by Camelot in favour of the Account Bank over the Non-Lottery Assets, but excluding, for the avoidance of doubt, therefrom such other property and assets as are by the terms of the Account Bank's Charge so excluded;

"Fixed Prize Game" means any Game which is:

- (a) a Hotpicks Game;
- (b) a Thunderball Game;
- (c) a Daily Play Game;
- (d) a Dream Number Game; or
- (e) any other Game designated as such by Camelot with the prior written approval of the NLC;

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"Fixed Prize Payment" means, in relation to any particular type of Fixed Prize Game, a Prize Payment attributable to such type of Fixed Prize Game;

"Framework Agreement" means the framework agreement dated 29 January 2004, as amended, varied, novated or supplemented from time to time, and originally entered into between, *inter alia*, Camelot, La Française des Jeux, Loterías y Apuestas del Estado and SLE relating to, *inter alia*, the EuroMillions Game;

"Functional Requirements Specification" means the functional requirements specification from time to time applicable under the PPSS Licence;

"Game" means any Lotto Game, any Scratchcard Game, any Interactive Only Game and/or any such other game of chance or distribution by lot in respect of which the player thereof may qualify for Prize Payments or Goods Prizes which may, at any time, be established and promoted by Camelot (including any such Game in respect of which a Player may participate on the Interactive Platform) or established and promoted by an Independent Section 6 Licensee, in each case, pursuant to any licence granted under the Act;

"Goods Prize" means any Non-Cash Prize including:

- (i) in relation to any Annuity Game, any Annuity Policy to which the relevant Prize Winner is entitled but not, for the avoidance of doubt, any cash amounts which may be payable by the relevant Annuity Provider pursuant to such Annuity Policy;
- (ii) any other asset or experience purchased on behalf of the relevant Prize Winner, or to which that Prize Winner is entitled; and
- (iii) any travellers cheques or cash amount which the relevant Prize Winner is entitled to receive from a Goods Supplier in conjunction with, and to form part of, any Non-Cash Prize;

"Goods Prize Winner" means any Ticketholder who is entitled to any Non-Cash Prize and who, for the avoidance of doubt, has not elected for, or is obliged to accept, a Cash Equivalent, relating to any Game, irrespective of whether in respect of:

- (a) Lotto Games, the draw relating thereto may have taken place before or after the service of an Enforcement Notice;
- (b) Scratchcard Packs, such Scratchcard Packs may have been settled before or after the service of an Enforcement Notice; or

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- (c) other Games, the determination of Prize Payments and the relevant Goods Prize Winners may have been made before or after the service of an Enforcement Notice,

or any person deriving title under the relevant Tickets;

"Goods Supplier" means any person with whom Camelot has entered into a Goods Supply Agreement and/or, in relation to any Annuity Policy, the Annuity Provider and any person acting as a broker for and on behalf of Camelot in relation to the issue of such Annuity Policy;

"Goods Supplier Payment" means:

- (a) an amount which is payable by Camelot to a Goods Supplier in accordance with a Goods Supply Agreement for the purpose of purchasing a Non-Cash Prize for supply by the Goods Supplier to a Goods Prize Winner where such Non-Cash Prize has been determined as, and is actually, due to a Goods Prize Winner or a part of any such Non-Cash Prize to the extent not represented in any previous Goods Supplier Agreement; or
- (b) in relation to any Match O Prize Ticket, the amount reimbursable by Camelot to the relevant Retailer by way of deduction from the Receipts of that Retailer in respect of the issue of such Match O Prize Ticket;

"Goods Supplier Assignment Notice Provision" means the assignment notice provision in the form, or in substantially the form, set out in Part 4 of the First Schedule;

"Goods Supply Agreement" means any agreement made between Camelot and any person whereby Camelot agrees to purchase and that person agrees to sell or provide goods or services or Annuity Policies, which goods or services or Annuity Policies are to be used as Non-Cash Prizes in respect of any Game and, in relation to any Annuity Policy, any agreement with any broker by or through whom such Annuity Policy is arranged;

"GTECH Lottery Technology Supply Agreement" means the agreement so called made between Camelot and GTECH Global Services Corporation Limited and dated 24 January 2007;

"Holiday Game" means any Scratchcard Game which, except to the extent provided in the rules applicable to such Scratchcard Game, offers a Non-Cash Prize in the form of one or more holidays;

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"Hotpicks Game" means a Lotto Game called the Hotpicks Game which normally offers Fixed Prize Payments only;

"Independent Section 6 Game" means any Game established by an Independent Section 6 Licensee;

"Independent Section 6 Game Secured Obligations" means the aggregate of the present and future and actual and contingent obligations owed and from time to time owing to the Beneficiaries in respect of or related to Independent Section 6 Games and which:

- (a) in respect of the Prize Winners, relate to all Prize Payments to which such Prize Winners are from time to time entitled in accordance with:
 - (i) the regulations relating to the Independent Section 6 Game in respect of which such Prize Payment has been won; and
 - (ii) the provisions of this Deed or the Deed of Adherence entered into in respect of or relating to such Independent Section 6 Game; and
- (b) in respect of the other Beneficiaries, relate to amounts payable to such Beneficiaries in respect of or relating to such Independent Section 6 Game from time to time in accordance with, or relating to, the provisions of this Deed or the Deed of Adherence entered into in respect of or relating to such Independent Section 6 Game or, in the case of Independent Section 6 Games Refunded Ticketholders, in accordance with the regulations, terms and conditions relating to the relevant Independent Section 6 Game;

"Independent Section 6 Games Refund Amount" means, at any time after an Independent Section 6 Licensee Termination Event, the amount of the outstanding liability to holders of Refunded Tickets in respect of Independent Section 6 Games established by such Independent Section 6 Licensee in respect of which a Cancellation Event has occurred, less the aggregate of (i) the amount standing to the credit of the Camelot Independent Section 6 Games Refund Account and (ii) the Operational Trust Account Independent Section 6 Games Available Refund Amount and (iii) the amount transferred or requested in accordance with the provisions of this Deed to be transferred from the Operational Trust Account to the credit of the Prize Payment Account by way of Cancelled Prize Payment Amounts less the amount paid therefrom in respect thereof, in the case of each of (i), (ii) and (iii), in respect of Independent Section 6 Games established by such Independent Section 6 Licensee;

"Independent Section 6 Games Refunded Ticketholder" means the holder of a Refunded Ticket in respect of an Independent Section 6 Game;

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"Independent Section 6 Licensee" means a person (other than Camelot for the purposes of this Deed and the Bank Agreement) in whose favour a Section 6 Licence shall be granted by the NLC and who shall have entered into a Deed of Adherence in favour of the Trustee and taken such other steps as the Trustee may require at or before the time of entry into such Deed;

"Independent Section 6 Licensee Aggregate Prize Liability" means in respect of an Independent Section 6 Licensee an amount equal to:

- (a) the Aggregate Prize Payments in respect of Independent Section 6 Games established by such Independent Section 6 Licensee in respect of which the determination of the Prize Payments and the relevant Prize Winners was made during the Preceding Relevant Week,

PLUS

- (b) the aggregate of the Additional Prize Payments in respect of Independent Section 6 Games established by such Independent Section 6 Licensee the determination of which was made during the Preceding Relevant Week,

LESS

- (c) the relevant Independent Section 6 Licensee Breakage relating to the Aggregate Prize Payments in respect of the Preceding Relevant Week as determined under paragraph (a) above;

"Independent Section 6 Licensee Breakage" means, at any time in relation to any Independent Section 6 Licensee that part of Breakage at such time which relates to Games established or promoted by such Independent Section 6 Licensee;

"Independent Section 6 Licensee Reserve" means, in relation to any Independent Section 6 Licensee, such amount or amounts as the NLC may from time to time require to be deposited in the relevant Reserve Trust Account;

"Independent Section 6 Licensee Termination Event" means, in relation to any Independent Section Licensee, the revocation, termination, expiry or non-renewal of the Section 6 Licence granted to such Independent Section 6 Licensee in accordance with its terms;

"Insufficient Funds" means, in respect of each Retailer, the sum by which:

- (a) the aggregate amount of Receipts which are payable by such Retailer in respect of a particular Relevant Week; exceeds

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- (b) the amount actually paid (where this amount is less than the amount referred to in paragraph (a) of this definition) by such Retailer in respect of such Receipts or, where no payment is made in respect of such Receipts at all by such Retailer, zero;

"Interactive Conditions" means the terms and conditions upon and subject to which Interactive Players are allowed to register as users on and use the Interactive Platform and operate Wallets;

"Interactive Daily Report" means the report delivered by Camelot to, *inter alia*, the Trustee and the Account Bank in a form satisfactory to the Trustee which Camelot shall send on each Business Day and which shall, *inter alia*, include the following information:

- (a) the Daily Net Wallet Movement (specifying whether such figure is a positive number or a negative number if it is not zero) and the Manual Wallet Withdrawal Cheque Amount reflected in such Daily Net Wallet Movement;
- (b) the Daily Net Wallet Movement Transfer Amount to be transferred on such Business Day (if any) and whether such Daily Net Wallet Movement Transfer Amount is to be transferred from the Players' Collection Account to the Interactive Trust Account or from the Interactive Trust Account to the Players' Collection Account;
- (c) the aggregate amounts of all Wallet Deposits and of all Chargebacks reflected in such Daily Net Wallet Movement;
- (d) the aggregate amounts of all Wallet Withdrawals and of all Wallet Utilisations reflected in such Daily Net Wallet Movement;
- (e) the aggregate amount of all Manual Wallet Withdrawals reflected in such Daily Net Wallet Movement;
- (f) the aggregate amount of all Interactive Token Amounts (if any) to be transferred from the Prize Reserve Trust No. 1 Account to the Interactive Trust Account on such Business Day and credited to Interactive Players' Wallets;
- (g) the aggregate amount of all Wallet Winnings to be transferred from the Prize Payment Account to the Interactive Trust Account on such Business Day and credited to Interactive Players' Wallets (distinguishing between those Wallet Winnings which are represented by Match O Token Amounts and those which are not);

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- (h) the aggregate amount of all Direct Winnings to be transferred from the Prize Payment Account to the Player's Collection Account on such Business Day; and
- (i) the Net PCA Payment to be made on such Business Day and whether such payment is to be made to the Players' Collection Account or from the Players' Collection Account;

"Interactive Instant Win Games Diagnostic Test Terms and Conditions" means the terms and conditions entered into between Camelot and certain employees of Camelot in relation to the participation of such employees in tests of the Interactive Platform under which such employees agree *inter alia* that they will not be affected in any way financially by their participation in such tests and that they are not entitled to any sums apparently "won" by them during their participation in such tests;

"Interactive Only Game" means a Game which can only be played by Interactive Players over the Interactive Platform;

"Interactive Only Prize Payment" means a Prize Payment attributable to an Interactive Only Game;

"Interactive Platform" means the internet platform established by Camelot where Interactive Players may play selected Camelot Games via the internet, interactive television or mobile telephone upon and subject to the Interactive Conditions;

"Interactive Play Day" means a period commencing at 06:00 a.m. on any day and ending at 02:00 a.m. on the next following day or such other time as may be notified by Camelot to the Trustee from time to time;

"Interactive Player" means any person who is registered in Camelot's records as a user on the Interactive Platform and has given Camelot details of the debit card relating to his Interactive Player Account;

"Interactive Player Account" means, in relation to an Interactive Player, such Interactive Player's personal bank account details of which have been obtained from the debit card number provided to Camelot, being the bank account from which Wallet Deposits may from time to time be made and to which Wallet Withdrawals and/or Prize Payments may from time to time be transferred;

"Interactive Test Player" means any Interactive Player who is a Camelot employee and is a participant in tests of the Interactive Platform to be engaged in by selected employees of Camelot at Camelot's offices and has entered into the Interactive Instant Win Games Diagnostic Test Terms and Conditions;

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"Interactive Token Amount" means an amount transferred or to be transferred from the Prize Reserve Trust No.1 Account to the Interactive Trust Account and credited by Camelot to one or more Interactive Players' Wallets for promotional or other reasons and, in relation to any particular Interactive Player, means any such amount credited to that Interactive Player's Wallet;

"Interactive Token Funds" means an amount agreed between Camelot, the NLC and the Trustee and from time to time paid or to be paid by Camelot from the Camelot General Account to the Prize Reserve Trust No.1 Account to fund the crediting of Interactive Token Amounts;

"Interactive Token Expired Amount" means such aggregate amount of Interactive Token Amounts (other than, for the avoidance of doubt, any such Interactive Token Amounts which have formed part of any Wallet Utilisation) which have become ineligible to form part of the Wallet Balances to which they relate by virtue of expiry of any time limit applicable under the Interactive Conditions;

"Interactive Trust Account" means:

- (a) the account numbered 20070155 established by the Trustee at the Account Bank into which Camelot shall from time to time pay any Daily Net Wallet Movement Transfer Amount which is a positive figure and any Wallet Winnings and any Interactive Token Amounts and from which the Trustee shall from time to time transfer any Daily Net Wallet Movement Transfer Amount which is a negative figure; and
- (b) such other account or accounts established from time to time by the Trustee with the prior written approval of Camelot and the NLC for the purpose of replacing such Interactive Trust Account;

"Interactive Weekly Wallet Utilisation Payment" means the amount (if any) which is to be transferred from the Players' Collection Account to the Retailers' Collection Account on a Camelot Payment Date and which is identified as such in the relevant Camelot Weekly Trust Payment Report, being the aggregate amount of all Wallet Utilisations on Interactive Play Days which commenced on days within the Preceding Relevant Week;

"Invested Moneys" shall have the meaning ascribed thereto in Clause 12.4;

"Liaison Meeting" shall have the meaning ascribed thereto in Clause 20.1;

"Licence" means, at any time, the then most recent licence granted to Camelot, pursuant to Section 5(1) of the Act, by the NLC;

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"Licence Date" means 01 February 2009, being the date upon which the third Licence was granted to Camelot and became effective;

"Licence End Date" means 31 January 2019, or such later date as may be agreed in accordance with the provisions of the Licence;

"Licensee" means any of Camelot and each Independent Section 6 Licensee;

"Lottery Assets" means the undertaking of Camelot and the property, assets and rights from time to time or for the time being charged under and pursuant to Clauses 3.1(a) to (g) (inclusive) and/or which are subject to the Account Declarations of Trust including, for the avoidance of doubt, all of the Receipts which are subject to assignments made under the provisions of the Security Agreement;

"Lottery Documents" means this Deed, the Bank Agreement, any Deed of Adherence, the Deed of Priority, the EuroMillions Deed of Priority, any Relevant Software Licence, any Relevant Escrow Agreement, the Security Agreement, any Additional Camelot Prize Funding Guarantee and any other document entered by the Trustee in its capacity as Trustee under this Deed and designated as such by the Trustee by notice in writing to Camelot;

"Lotto Draw Day" means any day other than a Sunday or Christmas Day or, if the NLC so specifies in writing to Camelot, Good Friday;

"Lotto Game" means a game established by Camelot in respect of which the Tickets are produced by on-line lottery Terminals or electronically on the Interactive Platform and the participants of which match the numbers inscribed on their Tickets to those produced during the relevant scheduled random drawing on the relevant Lotto Draw Day (and which, for the avoidance of doubt, shall include any Fixed Prize Game and any EuroMillions Game);

"Lucky Dip Selection" means, in relation to any Lotto Game, a non-cancellable random selection of numbers, in each case generated by Camelot's computer for entry into such Lotto Game;

"Mandate" means the resolutions, instructions and signature authorities relating to the Accounts (other than the EuroMillions Euro Account and the EuroMillions Sterling Account), each in or substantially in the form set out in the Bank Agreement, as the same may be amended from time to time in accordance with the Bank Agreement;

"Manual Wallet Withdrawal" means, in relation to a Wallet, a withdrawal of the Unutilised Wallet Balance from such Wallet which is made by Camelot in circumstances where (i) the relevant Interactive Player has ceased to play

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Games using the Interactive Platform or (ii) Camelot has determined with the agreement of the NLC that such withdrawal should be made and the amount of which (in any such case) is included within the aggregate figure for Manual Wallet Withdrawals identified in the Interactive Daily Report as being reflected in the Daily Net Wallet Movement for the relevant Business Day;

“Manual Wallet Withdrawal Cheque Amount” means the aggregate of all amounts comprised in the figure for Manual Wallet Withdrawals which is reflected in the Daily Net Wallet Movement for any Business Day where the amount representing an Interactive Player’s Unutilised Wallet Balance is to be paid by cheque to the relevant Interactive Player or his or her successor in title and not directly to his or her Interactive Player Account;

“Manual Wallet Withdrawal Cheque Reimbursement Amount” means on any Business Day the aggregate amount of all Manual Wallet Withdrawals which have been included in a Manual Wallet Withdrawal Cheque Amount as specified in a Manual Wallet Withdrawal Instruction in respect of which payment has been or will be made on such Business Day by the Account Bank against cheques drawn by Camelot in relation thereto on the Players’ Collection Account;

“Manual Wallet Withdrawal Instruction” means an instruction in writing delivered by Camelot to the Trustee specifying the aggregate amount representing Unutilised Wallet Balances which is reflected in the Daily Net Wallet Movement for the relevant Business Day and specifying (i) the amount comprised in such aggregate amount which is to be transferred from the Players’ Collection Account to the Interactive Player Account of the relevant Interactive Players and (ii) the Manual Wallet Withdrawal Cheque Amount;

“Match O Prize Ticket” means a Daily Play Lucky Dip Ticket issued or to be issued to any person in exchange for a Match O Prize Winning Daily Play Game Ticket (other than a Match O Prize Winning Daily Play Game Ticket purchased by an Interactive Player through the Interactive Platform);

“Match O Prize Winning Daily Play Game Ticket” means a winning Ticket in respect of the Daily Play Game which:

- (a) in the case of a winning Ticket purchased by an Interactive Player through the Interactive Platform, entitles the holder of such winning Ticket to have a Match O Token Amount credited to his or her Wallet Balance; and
- (b) in the case of any other winning Ticket in respect of the Daily Play Game, entitles the holder thereof to a Match O Prize Ticket;

“Match O Token Amount” means, in respect of any Match O Prize Winning Daily Play Game Ticket purchased by an Interactive Player through the

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Interactive Platform, the sum of £1 (one pound sterling) which is to be, or has been, credited to such Interactive Player's Wallet;

"Minimum Camelot Reserve" means £15,000,000 (or such amount as the NLC may from time to time agree with Camelot and Camelot shall notify the Trustee in writing as being the Minimum Camelot Reserve);

"Minimum Independent Section 6 Licensee Reserve" means such amount as the NLC may from time to time agree with Camelot and Camelot shall notify the Trustee in writing as being the Minimum Independent Section 6 Licensee Reserve;

"Monthly Auditors' Certificate" means the certificate prepared each month by the Auditors in respect of or relating to the Trust Accounts and the Relevant Camelot Accounts and shall include such information and matters as the NLC or the Trustee may, from time to time, so require;

"Monthly Shortfall" means the amount identified in the relevant Monthly Auditors' Certificate, or by Camelot or, as the case may be, by the Trustee as being any amount which ought at the time stated to be standing to the credit of, and is not at that time so standing to the credit of, any Trust Account;

"Multidraw Player" means:

- (a) any person who participates in any Games by way of the payment to a Retailer or to the Players' Collection Account of advance payments which entitle such person to participate in Games in relation to which payments were made which are to be promoted by Camelot or an Independent Section 6 Licensee at any time after the date on which such advance payments were made;
- (b) any person who is the holder of a Voucher Ticket which when issued was a Ticket for a Subsequent Lotto Game; and
- (c) any person who is the holder of a Match O Prize Ticket which when issued was a Ticket for a Subsequent Lotto Game.

"Multidraw Receipts" means those amounts which:

- (a) (i) represent an advance payment in respect of any Games which are to be promoted at any time on or after the date on which such advance payment is paid, which payment has, in the case of an Interactive Player, been the subject of a Wallet Utilisation; or

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- (ii) represents the face value of a Match O Prize Ticket issued for a Game which, when issued, relates to a Game which is a Subsequent Lotto Game; and
- (b) (i) are paid by or on behalf of a Multidraw Player to a Retailer; or
- (ii) are transferred from an Interactive Player Account to the Players' Collection Account; or
- (iii) are Voucher Moneys which are attributable to Voucher Tickets which when issued were Tickets for Subsequent Lotto Games;

"National Lottery" shall have the meaning ascribed to that term in Section 1(1) of the Act;

"National Lottery Voucher" means a pre-printed banknote style document bearing a unique bar-code recognised by Camelot's Lotto Game Terminals indicating the promotion number, serial number and five digit security code, issued by Camelot, which may be exchanged for a Voucher Ticket for one of the next two available Lotto Games which are Camelot Games;

"Net PCA Payment" means, on any Business Day, the net amount (to be paid through the Card Processing System and which may be a positive figure or a negative figure or zero) which represents the aggregate of all Wallet Deposits to be transferred from Interactive Player Accounts to the Players' Collection Account on such Business Day less the aggregate of all Direct Winnings and Wallet Withdrawals to be transferred from the Players' Collection Account to the Interactive Player Accounts on such Business Day;

"New Retailer" shall have the meaning ascribed thereto in Clause 5.4;

"NLC" means the National Lottery Commission appointed by the Secretary of State under Section 3A of the Act;

"NLDF" means the National Lottery Distribution Fund, being the fund established under Section 21(1) of the Act and maintained under the control and management of the Secretary of State;

"NLDF Account" means the account or accounts established from time to time by the Secretary of State and known as such, details of which have been given by the NLC in writing to Camelot and the Trustee;

"NLDF Amount" means the aggregate of:

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- (a) the amount which Camelot is obliged, in accordance with the provisions of Section 5(6) of the Act and the Licence to pay on each NLDF Payment Date to the NLDF;
- (b) the amount, if any, which an Independent Section 6 Licensee is obliged, in accordance with the provisions of the Act and the Section 6 Licence granted to it, to pay on each NLDF Payment Date to the NLDF; and
- (c) any amount representing unused prize funds in respect of the EuroMillions Game due to Camelot upon termination of the EuroMillions Game

"NLDF Interest Amount" means, in relation to any distribution of Trust Interest to NLDF pursuant to Clause 13.3, the amount specified as such in the relevant Trust Interest Report;

"NLDF Payment Date" means, in any Relevant Week in respect of which a NLDF Amount is payable, Tuesday or such other day as shall be determined in accordance with the Licence and shall be notified in writing to the Trustee by Camelot;

"NLDF Unclaimed Prize Payment Entitlement" means, at any time, the Unclaimed Prize Payments relating to Games other than OLF Games and amounts which would have been Goods Supplier Payments relating to Games other than OLF Games had the relevant Goods Prize not been an Unclaimed Goods Prize to the extent not previously paid to NLDF in respect of which:

- (a) the last day of the Unclaimed Prize Period has passed;
- (b) such Unclaimed Prize Payments or amounts representing such Goods Supplier Payments have been included in an Unclaimed Prize Payments Report delivered to the Trustee; and
- (c) payment of such Unclaimed Prize Payments or amounts representing such Goods Supplier Payments shall be made to NLDF on the Business Day on which the Trustee receives the relevant Unclaimed Prize Payment Report;

"NLDF Unutilised Camelot Breakage Payment" means any amount transferred or to be transferred to the NLDF Account pursuant to Clause 11.7(bb);

"NLDF Unutilised Independent Section 6 Licensee Breakage Payment" means, in relation to any Independent Section 6 Licensee, any amount transferred or to be transferred to the NLDF Account in respect of such Independent Section 6 Licensee pursuant to Clause 11.7(cc);

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"NLDF Unutilised Wallet Balance Entitlement" means, to the extent not previously paid to NLDF, amounts representing Unutilised Wallet Balances in respect of which the relevant Unutilised Wallet Balance Expiry Date has passed;

"Non-Cash Prize" means any prize (other than cash) of a type which has been notified to the Trustee under Clause 30.1(z) and which includes an Annuity Policy;

"Non-Lottery Assets" means the whole of the undertaking of Camelot and all its property, assets and rights, in respect of which the consent of any person to the creation of an encumbrance either is not required or, where required, has been obtained, whatsoever and wheresoever situate, present and future, other than the Lottery Assets;

"Non-Reimbursed Amount" means a sum equal to any Prize Payment or Goods Supplier Payment which:

- (a) Camelot has paid, in accordance with the regulations of the relevant Game, to the relevant Prize Winner or has paid in accordance with the terms of a Goods Supplier Agreement to the relevant Goods Supplier; and
- (b) has been included in a Camelot Reimbursement Amount contained in a Reimbursement Report which has been delivered, in accordance with the provisions of this Deed, to the Trustee and (unless the Account Bank has delivered such Reimbursement Report itself) to the Account Bank; but
- (c) has not been reimbursed to Camelot on the relevant Reimbursement Date or on any subsequent Business Day;

"Non-Specific Accounts" has the meaning given in Part 2 of the Third Schedule;

"Notice of Assignment" means a notice of assignment in the form, or in substantially the form, of the notice of assignment set out in Part 2 of the First Schedule;

"OLDF" means the Olympic Lottery Distribution Fund, being the fund established under Section 23 of the Olympic Lottery Act and maintained under the control and management of the Secretary of State and/or the Paymaster General;

"OLDF Account" means the account or accounts established from time to time by the Secretary of State and known as such, details of which have been given by the NLC in writing to Camelot and the Trustee;

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"OLDF Amount" means the amount which Camelot is obliged, in accordance with Section 24 of the Olympic Lottery Act and the Licence to pay on each OLDF Payment Date to the OLDF;

"OLDF Game" means a Dream Number Game and/or such other Camelot Game designated as an OLDF Game by Camelot and notified as such in writing to the Trustee by Camelot;

"OLDF Interest Amount" means, in relation to any distribution of Trust Interest to OLDF pursuant to Clause 13.3, the amount specified as such in the relevant Trust Interest Report;

"OLDF Payment Date" means, in any Relevant Week in respect of which an OLDF Amount is payable, Tuesday or such other day as shall be determined in accordance with the Licence and shall be notified in writing to the Trustee by Camelot;

"OLDF Unclaimed Prize Payment Entitlement" means, at any time, the Unclaimed Prize Payments relating to OLDF Games and amounts which would have been Goods Supplier Payments in respect of OLDF Games had the relevant Goods Prize not been an Unclaimed Goods Prize to the extent not previously paid to OLDF in respect of which:

- (a) the last day of the Unclaimed Prize Period has passed;
- (b) such Unclaimed Prize Payments or amounts representing such Goods Supplier Payments have been included in an Unclaimed Prize Payments Report delivered to the Trustee; and
- (c) payment of such Unclaimed Prize Payments or amounts representing such Goods Supplier Payments shall be made to OLDF on the Business Day on which the Trustee receives the relevant Unclaimed Prize Payment Report;

"Olympic Lottery Act" means the Horserace Betting and Olympic Lottery Act 2004;

"Operational Trust Account" means:

- (a) the account numbered 20070503 established by the Trustee at the Account Bank into which Camelot shall pay, inter alia, the Camelot Weekly Trust Payment;
- (b) such other account or accounts established from time to time by the Trustee, with the prior written approval of Camelot and the NLC, into

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which Camelot shall pay, inter alia, the Camelot Weekly Trust Payment;
and

- (c) such other account or accounts (including but not limited to any suspense or impersonal account) established by the Trustee on and from the occurrence of a Termination Event or the service of an Enforcement Notice;

"Operational Trust Account Independent Section 6 Games Available Refund Amount" means, at any time in respect of the Games of an Independent Section 6 Licensee, the Discontinuance Amount paid into the Operational Trust Account pursuant to Clause 11.14(b) less the sum of (i) Prize Payments (if any) required to be paid in respect of such Games in respect of which amounts have not been paid into the Operational Trust Account from the Retailers' Collection Account and which have not been paid at that time and (ii) payments made from the Operational Trust Account to the Retailers' Collection Account in respect of such Discontinuance Amount pursuant to Clause 11.12(b);

"Other Critical Supporting Software" means all Critical Supporting Software other than the PPSS Software and any Software licensed to Camelot by Elsym Consulting Inc. (but including, for the avoidance of doubt, any Software licensed by SAP (UK) Limited);

"Other Critical Supporting Software Licensor" means a Software Licensor of Other Critical Supporting Software;

"Other Software" means all Software other than Critical Supporting Software and Camelot Software;

"Other Software Licensor" means a Software Licensor of Other Software;

"Paymaster General" means the person or persons referred to as such in the Olympic Lottery Act;

"Permitted Encumbrance" shall be construed, in respect of Non-Lottery Assets only, as a reference to:

- (a) any encumbrance which arises or has arisen in respect of Non-Lottery Assets sold to Camelot in the ordinary course of its business by virtue of retention of title provisions contained in the relevant seller's standard conditions of sale;
- (b) any lien arising by operation of law or in the ordinary course of business;

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- (c) any encumbrance and/or documents of title, insurance policies or sale contracts in relation to Non-Lottery Assets, arising in the ordinary course of business in connection with letters of credit and similar transactions;
- (d) any encumbrance over or affecting any Non-Lottery Asset acquired by Camelot after the date hereof and subject to which such Non-Lottery Asset is acquired; **PROVIDED THAT:**
 - (i) such encumbrance was not created at the request of Camelot in contemplation of the acquisition of such Non-Lottery Asset; and
 - (ii) the amount thereby secured has not been increased at the request of Camelot in contemplation of, or since the date of, the acquisition of such Non-Lottery Asset by Camelot; and
- (e) any encumbrance, which is constituted by or arises out of any conditional sale and/or leasing arrangements entered into in the ordinary course of business for the financing, acquisition, leasing and/or operation of any Non-Lottery Assets used by Camelot in connection with its business (including, without limitation, any computer or similar equipment);

"Players' Collection Account" means:

- (a) the account numbered 20070171 established by Camelot at the Account Bank into which, inter alia, the Interactive Players shall transfer their Wallet Deposits; and
- (b) such other account or accounts established from time to time for the purpose of replacing such account with the prior written approval of the NLC and notified in writing by Camelot to the Trustee;

"Players' Collection Account Declaration of Trust" means the declaration of trust by Camelot in respect of the Total Players' Collection Account Trust Property contained in Clause 9.16;

"Potential Enforcement Event" means any event or circumstance which will become (with the passage of time, the giving of notice hereunder, the making of a determination or any combination thereof) an Enforcement Event;

"Potential Shortfall" means any amount identified by Camelot, after initial enquiries, as being an amount which may be required to be at the relevant time standing to the credit of any Trust Account and which is not at that time so standing to the credit of that Trust Account;

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"Potential Shortfall Certificate" means a certificate issued by Camelot to the Trustee and signed by two Authorised Signatories of Camelot, in which, having performed due enquiries, Camelot notifies the Trustee of the account or accounts (meaning for this purpose only, the Trust Accounts and the Camelot General Account) to which any amount identified as a Potential Shortfall should be credited and the amount to be credited to each such account;

"PPSS Licence" means the licence entered into between GTECH Corporation and the Trustee on 14 April 1998;

"PPSS Software" means the software to be made available pursuant to the PPSS Licence;

"Preceding Relevant Week" means the Relevant Week immediately preceding the Relevant Date;

"Print Cost Debts" means debts due and owing to Camelot by Promoters under Promoter Agreements or otherwise for the cost of printing National Lottery Vouchers;

"Prize Payment" means an amount which, in accordance with the regulations of any Game:

- (a) has been determined as, and is actually payable by Camelot or an Independent Section 6 Licensee to a Ticketholder as, a prize in respect of such Game including any Direct Goods Prize Payment; or
- (b) has been determined as, and is actually payable by Camelot or an Independent Section 6 Licensee to a Ticketholder as, a Cash Equivalent in respect of such Game,

it being acknowledged and agreed (for the avoidance of doubt) that payments due and payable by (i) an Annuity Provider to a Prize Winner pursuant to an Annuity Policy or (ii) any other Goods Supplier in relation to any Non-Cash Prize do not constitute Prize Payments and shall not be payable by the Trustee or out of any of the Trust Accounts or any of the Camelot Accounts;

"Prize Payment Account" means:

- (a) the account numbered 20070163 established by Camelot at the Account Bank out of which Camelot shall pay (i) all Prize Payments not paid to Prize Winners by Retailers and (ii) all Goods Supplier Payments; and
- (b) such other account or accounts established from time to time by Camelot, with the prior written approval of the NLC and notified in writing by

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Camelot to the Trustee, out of which Camelot shall, to the extent that there are funds available therein, pay all Prize Payments not paid to Prize Winners by Retailers and all Goods Supplier Payments;

"Prize Payment Subscription Amount" means such portion of the Utilised Subscription Moneys standing to the credit of the Advance Sales Trust Account on any Camelot Payment Date which forms part of the Aggregate Prize Payments as shall be calculated on such Camelot Payment Date in accordance with the following formula: where:

$$\left(\frac{A}{B} \right) \times C$$

"A" is the aggregate of all of the Aggregate Prize Payments in respect of all:

- (a) Lotto Games for which the draw took place during the Preceding Relevant Week; and
- (b) other Games in respect of which the determination of the Prize Payments and the relevant Prize Winners was made during the Preceding Relevant Week and in respect of which the NLC has agreed Subscription Moneys can be paid;

"B" is the aggregate amount of all Sales Revenues, in respect of Games referred to in paragraphs (a) and (b) of the definition of **"A"**; and

"C" is the aggregate amount of all Utilised Subscription Moneys on such Camelot Payment Date;

"Prize Payout Percentage" means, in respect of any Game other than any Fixed Prize Game, any Annuity Game or any Interactive Only Game, the nominal percentage approved in writing by the NLC as part of the regulations of that Game and applied by Camelot to determine the Aggregate Prize Payments for that Game;

"Prize Reserve Trust Account" means all or any of the following accounts as the context may require:

- (a) the account numbered 20070554 established by the Trustee at the Account Bank into which amounts shall be credited in accordance with the provisions of Clauses 10.4A and 10.12 (the **"Prize Reserve Trust No.1 Account"**); and

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- (b) the account numbered 20070600 established by the Trustee at the Account Bank into which amounts shall be credited in accordance with Clauses 10.6 and 10.7 (the **"Prize Reserve Trust No.2 Account"**); and
- (c) any Prize Reserve Trust No.3 Account; and
- (d) such other account or accounts established from time to time by the Trustee, with the prior written approval of Camelot and the NLC, into which amounts shall from time to time, be credited in accordance with the provisions of Clauses 10.4A, 10.6, 10.7 or 10.12;

"Prize Reserve Trust No.3 Account" means in respect of each Independent Section 6 Licensee the account established by the Trustee at the Account Bank into which amounts shall be credited in accordance with the provisions of Clause 10.4B, in the case of the first Independent Section 6 Licensee to be granted a Licence after the Licence Date being designated the Prize Reserve Trust No.3 Account - 1, in the case of the second Independent Section 6 Licensee to be granted a Licence after the Licence Date being designated the Trust No.3 Account - 2, and so on for each subsequent Independent Section 6 Licensee;

"Prize Winner" means any Ticketholder who is entitled to any Prize Payment relating to any Game or who is a Goods Prize Winner in respect of any Game, irrespective of whether in respect of:

- (a) Lotto Games, the draw relating thereto may have taken place before or after the service of an Enforcement Notice;
- (b) Scratchcard Packs, such Scratchcard Packs may have been settled before or after the service of an Enforcement Notice; or
- (c) other Games, the determination of Prize Payments and/or Goods Prizes and the relevant Prize Winners may have been made before or after the service of an Enforcement Notice,

or any person deriving title under the relevant Tickets;

"Procedure" shall have the meaning ascribed thereto in Clause 30.1(h);

"Promoter" means any person with whom Camelot has entered into a Promoter Agreement;

"Promoter Agreement" means any agreement made between Camelot and any person whereby Camelot agrees to sell and that person agrees to purchase National Lottery Vouchers;

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"Promoter Assignment Notice Provision" means the assignment notice provision in the form, or in substantially the form, set out in Part 3 of the First Schedule;

"Promoter Failed Payment" means such aggregate amount relating to any Voucher Moneys which is standing to the credit of the Prize Reserve Trust No.2 Account in respect of which the payment of such Voucher Moneys by the relevant Promoter has not (for whatever reason) resulted in the relevant funds being treated as cleared funds and such amount has been debited from the Prize Reserve Trust No.2 Account;

"Promoter Receipts" means all debts due and owing to Camelot by Promoters under Promoter Agreements or otherwise in respect of, or arising from, the purchase of National Lottery Vouchers, other than Print Cost Debts;

"Promoter Refund" means in respect of those Promoters who have returned National Lottery Vouchers to Camelot in respect of which they are entitled to a refund under the relevant Promoter Agreement, the lowest of (i) the sum equal to the amount paid for such National Lottery Vouchers (excluding, for the avoidance of doubt, in respect of Print Cost Debts), (ii) the Voucher Moneys attributable to such National Lottery Vouchers and (iii) £1 per National Lottery Voucher;

"Rate of Interest" means, on any Business Day, the aggregate of the BSBR for such Business Day and one per cent. per annum;

"Receipts" means all debts due and owing to Camelot by Retailers under Retailer Agreements or otherwise in respect of, or arising from the sale of, Tickets;

"Receiver" means a receiver and/or manager, administrative receiver, administrator, trustee or similar officer appointed pursuant to this Deed or by any court for the purpose of realising, getting in or disposing of the Charged Property;

"Refunded Ticket" means any Ticket relating to any Game (other than a Ticket the purchase of which was funded by an Interactive Token Amount), in respect of which the Ticketholder shall be entitled to a refund or, in the case of a Voucher Ticket, payment, in accordance with the regulations of such Game, of the price of, or in the case of a Voucher Ticket, attributable to, such Ticket;

"Refunded Voucher" means any National Lottery Voucher in respect of which the Voucherholder would, but for a Cancellation Event, be entitled to a Ticket which would be, by virtue of the Cancellation Event, a Refunded Ticket;

"Reimbursement Certificate" means the certificate to be delivered by Camelot to, inter alia, the Trustee and the Account Bank by not later than 2:00 pm on each

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Business Day on which Camelot claims reimbursement for, or requests payment of, any:

- (a) Camelot Reimbursement Amount;
- (b) Cancelled Prize Payment Amount;
- (c) Failed Payment;
- (d) Voucher Failed Payment;
- (e) Voucher Expired Payment;
- (f) Promoter Refund;
- (g) Camelot Promoter Failed Payment Refund;
- (h) Camelot Voucher VAT Payment; and/or
- (i) Interactive Token Expired Amount,

which, in each such case, is detailed in the Reimbursement Report or, as the case may be, Reimbursement Reports for such Business Day and in which Camelot shall certify that the amounts of such Camelot Reimbursement Amount, Cancelled Prize Payment Amount, Failed Payment, Voucher Failed Payment, Voucher Expired Payment, Promoter Refund, Camelot Promoter Failed Payment Refund, Camelot Voucher VAT Payment and/or Interactive Token Expired Amount are the amounts to be so reimbursed or paid on that Business Day to Camelot in accordance with the provisions of this Deed and shall certify also as provided in the definition of "Reimbursement Report";

"Reimbursement Date" means each Business Day on which a Camelot Reimbursement Amount is payable to Camelot **PROVIDED THAT** such Camelot Reimbursement Amount is detailed in a Reimbursement Report delivered on such Business Day;

"Reimbursement Report" means the report or reports to be delivered by Camelot or which are procured by Camelot to be delivered by the Account Bank to, inter alia, the Trustee and (unless such report is delivered by the Account Bank) to the Account Bank on each Business Day on which Camelot claims reimbursement or payment out of the balance standing to the credit of:

- (a) the Operational Trust Account for the Camelot Reimbursement Amount and (if applicable) the Cancelled Prize Payment Amount;

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- (b) the Advance Sales Trust Account for any Failed Payment;
- (c) the Prize Reserve Trust No.2 Account for any Promoter Refund, Camelot Promoter Failed Payment Refund, Voucher Expired Payment, Camelot Voucher VAT Payment or Voucher Failed Payment; and
- (d) the Interactive Trust Account for any Interactive Token Expired Amount, Manual Wallet Withdrawal Cheque Reimbursement Amount or Compulsory Wallet Withdrawal Cheque Reimbursement Amount;

and which details:

- (i) the relevant Camelot Reimbursement Amount and (unless such report is delivered by the Account Bank) each Prize Payment and/or Goods Supplier Payment to which it relates;
- (ii) the relevant Cancelled Prize Payment Amount and (unless such report is delivered by the Account Bank) each Refunded Ticket to which it relates;
- (iii) the relevant Failed Payment;
- (iv) the relevant Promoter Refund and (unless such report is delivered by the Account Bank), giving details of the Promoter and of the amount of the Promoter Refund;
- (v) the relevant Camelot Promoter Failed Payment Refund;
- (vi) the relevant Voucher Failed Payment and (unless such report is delivered by the Account Bank) each National Lottery Voucher to which it relates;
- (vii) the relevant Voucher Expired Payment and (unless such report is delivered by the Account Bank) the number and identifying details of the National Lottery Vouchers to which it relates;
- (viii) the relevant Camelot Voucher VAT Payment and (unless such report is delivered by the Account Bank) the number and identifying details of the National Lottery Vouchers to which it relates; and
- (ix) the relevant Interactive Token Expired Amount, Manual Wallet Withdrawal Cheque Reimbursement Amount and/or Compulsory Wallet Withdrawal Cheque Reimbursement Amount;

and which (unless such report is delivered by the Account Bank):

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- (I) in the case of details supplied under sub-paragraphs (iv) or (v) above, certifies that all National Lottery Vouchers in respect of which such Promoter Refund or Camelot Promoter Failed Payment Refund is being made have been delivered to Camelot and destroyed;
- (II) in the case of details supplied under sub-paragraphs (iv) to (viii) above, certifies that the provisions of Clause 11.20 have been complied with;
- (III) in the case of details supplied under sub-paragraph (ix) above, certifies that there has been a reduction in the aggregate Wallet Balances in an amount equal to such Interactive Token Expired Amount, Manual Wallet Withdrawal Cheque Reimbursement Amount and/or Compulsory Wallet Withdrawal Cheque Reimbursement Amount; and
- (IV) in the case of sub-paragraph (i) above, certifies that, insofar as the relevant Camelot Reimbursement Amount includes a claim for reimbursement of any Direct Winnings which Camelot has paid from the Prize Payment Account, such Direct Winnings have been taken into account in calculating a Net PCA Payment which has been credited to or debited from (as the case may be) the Players' Collection Account on such Business Day or which would have been so credited or debited had such Net PCA Payment not been a figure of zero;

"Relevant Additional Camelot Prize Funding" has the meaning ascribed thereto in Clause 11.7(b);

"Relevant Additional Independent Section 6 Licensee Prize Funding" has the meaning ascribed in Clause 11.7(c);

"Relevant Camelot Accounts" means the Subscription Collection Account, the Camelot Voucher Account, the Prize Payment Account, the Retailers' Collection Account, the Players' Collection Account, the Camelot Independent Section 6 Games Refund Account, the Euro Collection Account and (but not for the purposes of Clauses 17.1(b) or 30.1(p) or the Bank Agreement), the EuroMillions Euro Account and the EuroMillions Sterling Account;

"Relevant Date" shall have the meaning ascribed thereto in the definition of "Camelot Weekly Trust Payment";

"Relevant Escrow Agreement" means the Escrow Agreement, the Termination Escrow Agreement and any other escrow agreement entered into pursuant to, or in connection with, any Relevant Software Licence;

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"Relevant Software Licence" means the PPSS Licence and any other licence or agreement entered into by the Trustee in relation to any Critical Supporting Software;

"Relevant Tax" shall have the meaning ascribed thereto in Clause 13.7;

"Relevant Week" means any period of seven days during which any Game is operated by Camelot and which shall commence at:

- (a) 12.01 a.m. on a Sunday and shall end at midnight on the succeeding Saturday; or
- (b) the time and date specified, with the prior written consent of the NLC, in writing by Camelot to the Trustee and shall end at the time, (specified, with the prior written consent of the NLC, in writing by Camelot to the Trustee) on the day preceding the day of the following week corresponding to the day on which such Game commenced;

"Remaining Balance" shall have the meaning ascribed thereto in Clause 9.6(c);

"Removal Notice" shall have the meaning ascribed thereto in Clause 31.4;

"Reports" means all or any of the reports or certificates set out in Clause 15.1;

"Reserve" means the Camelot Reserve, each Independent Section 6 Licensee Reserve and any other principal sums deposited into any Reserve Trust Account in accordance with the provisions of the Licence or any Section 6 Licence;

"Reserve Trust Account" means all or any of the following accounts as the context may require;

- (a) the account numbered 20070511 established by the Trustee at the Account Bank into which the minimum Camelot Reserve shall be paid (the **"Reserve Trust Account No. 1"**);
- (b) the account numbered 20070732 established by the Trustee at the Account Bank into which or from which sums may from time to time be paid in accordance with the provisions of Clause 10.1A (the **"Reserve Trust Account No.2"**);
- (c) any Reserve Trust Account No.3; and
- (d) such other account or accounts established from time to time by the Trustee with the prior written approval of Camelot and the NLC, in which the Reserve or any part thereof may at any time, be held;

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"Reserve Trust Account No. 3" means in respect of each Independent Section 6 Licensee, the account or accounts established by the Trustee at the Account Bank into which Camelot shall pay or procure that there is paid the Independent Section 6 Licensee Reserve in respect of such Independent Section 6 Licensee being, in the case of the first Independent Section 6 Licensee to be granted a Section 6 Licence after the Licence Date designated Reserve Trust Account No. 3 - 1, in the case of the second such Independent Section 6 Licensee being designated Reserve Trust Account No. 3 - 2 and so on for each subsequent Independent Section 6 Licensee;

"Retailer" means any person with whom Camelot has entered into a Retailer Agreement;

"Retailer Agreement" means an agreement under which any person agrees, from time to time, with Camelot to sell or offer to sell Tickets in respect of any Games;

"Retailers' Collection Account" means:

- (a) the account numbered 20070430 established by Camelot at the Account Bank into which the Retailers shall pay the Receipts; and
- (b) such other account or accounts established from time to time by Camelot, with the prior written approval of the NLC and notified in writing by Camelot to the Trustee, into which any such Receipts shall be paid by Retailers;

"Retailers' Collection Account Beneficiaries" means Camelot and the Trustee;

"Retailers' Collection Account Declaration of Trust" means the declaration of trust by Camelot in respect of the Total Retailers' Collection Account Trust Property contained in Clauses 9.3, 9.4 and 9.5;

"Retailers' Reimbursement Amount" means, in respect of those Retailers who have, during any Relevant Week, paid out an aggregate amount of Prize Payments which exceeds the aggregate amount (without any deduction for such Prize Payments) due and owing by such Retailers to Camelot in respect of Sales Revenues for Games in respect of such Relevant Week, the sum by which such aggregate amount of Prize Payments exceeds such aggregate amount which is so due and owing to Camelot;

"Sales Revenues" means, in respect of any Game or Scratchcard Pack, the aggregate gross sum generated by the sale of Tickets for such Game or Scratchcard Pack and, for these purposes:

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- (a) references to the sale of Tickets shall include:
- (i) Wallet Utilisations (whether funded by Wallet Deposits, Wallet Winnings, Interactive Token Amounts or Match O Token Amounts);
 - (ii) the issue of any Voucher Ticket in exchange for a National Lottery Voucher; and
 - (iii) the issue of any Match O Prize Ticket in exchange for a Match O Prize Winning Daily Play Game Ticket; and
- (b) references to the gross sum generated shall include:
- (i) amounts credited to Wallet Balances representing Interactive Token Amounts or Match O Token Amounts;
 - (ii) Voucher Moneys attributable to Voucher Tickets issued (but excluding amounts paid in respect of Print Cost Debts); and
 - (iii) the face amount (being £1) of each Match O Prize Ticket issued in exchange for a Match O Prize Winning Daily Play Game Ticket;

"Scratchcard Game" means a scratchcard game under the National Lottery which is played by any person by revealing a hidden play area on a Ticket to display the play symbols;

"Scratchcard Pack" means a pack of Tickets for a Scratchcard Game each with a different number for each Ticket;

"Secretary of State" shall have the meaning ascribed thereto in the Interpretation Act 1978;

"Section 1(3)(b) Agreement" means an agreement entered into between Camelot and an Independent Section 6 Licensee with respect to the establishment and promotion of any Game;

"Section 6 Licence" means a licence granted by the NLC pursuant to Section 6 of the Act;

"Secured Obligations" means the aggregate of the present and future and actual and contingent obligations of Camelot (including without limitation pursuant to Clause 2.2) owed and from time to time owing to the Beneficiaries and which:

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- (a) in respect of the Prize Winners, relate to all Prize Payments and Goods Prizes or Cash Equivalents in respect thereof to which such Prize Winners are from time to time entitled in accordance with:
 - (i) the regulations relating to the Game in respect of which such Prize Payment, Goods Prize or Cash Equivalent has been won; and
 - (ii) the provisions of this Deed; and
- (b) in respect of the other Beneficiaries, relate to amounts payable to such Beneficiaries from time to time in accordance with, or relating to, the provisions of this Deed and/or the terms, conditions and regulations applicable to any Game (including, without limitation, the Interactive Conditions);

"Security Agreement" means the agreement so called between Camelot and the Trustee and dated 22 December 1994 as amended from time to time, a copy of the current form of which is set out in the Fifth Schedule;

"SLE" means Services aux Loteries en Europe SCRL;

"Software" means such part or parts of the computer programmes as is or are used in connection with amounts due from and to Retailers and Promoters, Interactive Players (and the operation of their Wallets and amounts to be credited to, or debited from, such Wallets), the Relevant Camelot Accounts, the Trust Accounts, the Receipts, the Multidraw Receipts, Promoter Receipts, the Subscription Monies, the Voucher Monies, the Utilised Subscription Monies, the Utilised Voucher Monies and the payment of any amounts to be paid pursuant to, or as contemplated by, this Deed (including the Critical Supporting Software and any Other Software);

"Software Licensor" means a licensor of Software (or part of it);

"Specific Accounts" shall have the meaning ascribed thereto in Part 2 of the Third Schedule;

"Spot Forex Bank" means the Account Bank, West LB AG, or BNP Paribas UK Limited or any other bank designated as such from time to time by Camelot with the prior written approval of the NLC;

"Spot Forex Trade" means a spot forex trade entered into by or on behalf of Camelot (i) for the sale of euros (debited from the EuroMillions Euro Account) to, and the purchase of sterling (to be credited to the Retailers' Collection Account) from, a Spot Forex Bank or (ii) for the sale of sterling (debited from the Retailers'

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Collection Account) to, and the purchase of euros (to be credited to the EuroMillions Euro Account) from, a Spot Forex Bank;

"Subscription Collection Account" means:

- (a) the account numbered 20070457 established by Camelot at the Account Bank into which Camelot shall pay Subscription Moneys; and
- (b) such other account or accounts established from time to time by Camelot with the prior written approval of the NLC and notified in writing by Camelot to the Trustee, into which Camelot shall pay Subscription Moneys;

"Subscription Collection Account Declaration of Trust" means the declaration of trust by Camelot in respect of the Trustee's Subscription Amount contained in Clause 9.11;

"Subscription Deficiency" shall have the meaning ascribed thereto in Clause 11.5;

"Subscription Moneys" means any amount (other than any amount representing a Multidraw Receipt) which has been paid from time to time by, or on behalf of, a Subscription Player either:

- (a) in accordance with a subscription agreement made between Camelot and such Subscription Player or
- (b) as an advance payment (other than a Multidraw Receipt) in respect of any Games which are to be promoted by Camelot at any time on or after the date on which such advance payment is paid,

and in each case shall entitle such Subscription Player to participate in one or more Games;

"Subscription Player" means any person who has:

- (a) entered into a subscription agreement made between Camelot and such Subscription Player; or
- (b) made an advance payment (other than a Multidraw Receipt) to Camelot of Subscription Moneys,

which shall entitle such person to participate in Games in respect of which he has paid such Subscription Moneys;

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"Subsequent Lotto Games" means, in respect of any Relevant Week, Lotto Games for which the draw is to take place after that Relevant Week;

"Tax Accountant" means any reputable firm of solicitors or accountants of national standing in the United Kingdom and including partners of at least five years standing who specialise in corporate taxation in the United Kingdom which the Trustee and the NLC may approve in writing;

"Tax Payment" shall have the meaning ascribed thereto in Clause 13.7;

"Terminal" means any electronic apparatus provided to a Retailer by Camelot in order that:

- (a) sales of Tickets, payments of Prize Payments and other related functions can, inter alia, be recorded by the use of electronic impulses in the relevant computer systems which are run and maintained by Camelot in relation to Games; and
- (b) such Retailer can meet its obligations in respect of each Game and under its Retailer Agreement;

"Termination Escrow Agreement" means the Termination Escrow Agreement in the form annexed to the PPSS Licence as amended or supplemented from time to time including any other agreement entered into performing the same function pursuant to clause 19.5 of the PPSS Licence;

"Termination Event" means the termination, expiry or non-renewal of the Licence in accordance with its terms, other than a revocation of the Licence in accordance with any of the provisions of Section 10 of the Act;

"Thunderball Game" means a Lotto Game called a Thunderball Game which normally offers Fixed Prize Payments only;

"Ticket" means:

- (a) any ticket, voucher, coupon or like receipt;
- (b) in the case of Multidraw Players (other than Interactive Players) or Subscription Players any agreement, contract or like document as may, from time to time, be prescribed by Camelot with the prior written consent of the NLC; or
- (c) in respect of Interactive Players, an electronic acknowledgement evidenced by a reference number generated by the Interactive Platform,

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which, in accordance with the regulations of the relevant Game or Games, evidences that a person is entitled to participate or is participating or has participated in any such Game or Games;

"Ticketholder" means a person who is the holder of a Ticket or, in the case of an Interactive Player, the recipient of an electronic acknowledgement of the type referred to in paragraph (c) of the definition of Ticket;

"Total Euro Collection Account Trust Property" means at any time and from time to time the aggregate amount standing to the credit of the Euro Collection Account and the aggregate amount of all Camelot Authorised Investments made from amounts which were debited from the Euro Collection Account;

"Total Players' Collection Account Trust Property" means, at any time and from time to time, the aggregate amount standing to the credit of the Players' Collection Account and the aggregate amount of all Camelot Authorised Investments made from the amounts which were debited from the Players' Collection Account;

"Total Retailers' Collection Account Trust Property" means at any time and from time to time the aggregate amount standing to the credit of the Retailers' Collection Account and the aggregate amount of all Camelot Authorised Investments made from amounts which were debited from the Retailers' Collection Account;

"Trigger Date" shall have the meaning ascribed thereto in Clause 16.2(a);

"Trust Account Overdrawn Amount" shall have the meaning ascribed thereto in Clause 8.4;

"Trust Accounts" means the Operational Trust Account, the Reserve Trust Accounts, the Advance Sales Trust Account, the Trust Interest Account, the Prize Reserve Trust Accounts, the Interactive Trust Account and the Camelot Assurance Trust Account, together with any other account in the name of the Trustee established for the purposes of this Deed whether in substitution for, or in addition to, any of the accounts referred to above and designated as such by the Trustee;

"Trust Corporation" means a corporation entitled by rules made under the Public Trustee Act 1906 to act as a custodian trustee or entitled pursuant to any other comparable legislation applicable to a trustee in any other jurisdiction to carry out the functions of a custodian trustee;

"Trustee Account Authorised Investments" means those Authorised Investments made by the Trustee pursuant to the provisions of Clause 12.1;

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"Trustee Acts" means the Trustee Act 1925 and the Trustee Act 2000;

"Trustee's Account" means, for the purpose of this Deed, the account or accounts established from time to time by the Trustee, details of which have been given by the Trustee in writing to Camelot;

"Trustee's Receipts Amount" means at any time and from time to time:

- (a) prior to the delivery to the Trustee of a Camelot Weekly Trust Payment Report relating to the Preceding Relevant Week, the Total Retailers' Collection Account Trust Property; and
- (b) on and after the delivery of such Camelot Weekly Trust Payment Report up to and including the delivery of the next succeeding Camelot Weekly Trust Payment Report, the proportion of the Total Retailers' Collection Account Trust Property which represents the aggregate of:
 - (i) the Camelot Weekly Trust Payment and any Additional Camelot Superdraw Prize Funding Jackpot Top up Amount;
 - (ii) the amounts, if any, referred to in paragraphs (c)(viii) and (ix) of the definition of Camelot Weekly Trust Payment Report; and
 - (iii) the Multidraw Receipts,

including, for the avoidance of doubt, in each case those amounts shown on the Camelot Weekly Trust Payment Report which are due to be paid into the relevant Trust Account on the next succeeding Camelot Payment Date and including, for the avoidance of doubt, those amounts which are due to be paid to the Advance Sales Trust Account pursuant to Clause 10.3 on the next succeeding Camelot Payment Date and which in each case have not been credited to the relevant Trust Account;

"Trustee's Rights" shall have the meaning ascribed thereto in Clause 28.5;

"Trustee's Subscription Amount" means at any time and from time to time the aggregate amount standing to the credit of the Subscription Collection Account and the aggregate amount of the Camelot Authorised Investments made from amounts which were debited from the Subscription Collection Account;

"Trust Interest" means any and all amounts of interest or other income received in respect of any and all Trustee Account Authorised Investments and in respect of any and all amounts standing from time to time to the credit of the Trust Accounts or any of them together with any interest credited to the Trust Interest Account pursuant to Clause 13.9(a);

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"Trust Interest Account" means:

- (a) the account numbered 20070546 established by the Trustee at the Account Bank into which Trust Interest or any amount thereof shall from time to time be credited in accordance with the provisions of Clause 13.1; and
- (b) such other account or accounts established from time to time by the Trustee, with the prior written approval of Camelot and the NLC, into which Trust Interest or any amount thereof shall from time to time be credited in accordance with the provisions of Clause 13.1;

"Trust Interest Priority of Payments" means the order of priority of payments set out in Part 1 of the Third Schedule;

"Trust Interest Report" means the report to be delivered by Camelot, inter alia, to the Trustee and the Account Bank on or before the twenty-first day of each calendar quarter detailing:

- (a) the Trust Interest (if any) standing to the credit of each of the Trust Accounts on the Trust Interest Report Date and any amounts to be treated as Trust Interest pursuant to Clause 13.9(a) on such Trust Interest Report Date;
- (b) the amounts (if any) payable to any of the Beneficiaries in accordance with the Trust Interest Priority of Payments on the Business Day determined in accordance with the provisions of Clause 13.2 following such Trust Interest Report Date; and
- (c) the amounts (if any) payable to Camelot in accordance with the Trust Interest Priority of Payments on the Business Day determined in accordance with the provisions of Clause 13.2 following such Trust Interest Report Date;

"Trust Interest Report Date" means the last Business Day falling in each calendar quarter;

"Trust Moneys" means all amounts (including, for the avoidance of doubt, Trust Interest) standing from time to time to the credit of the Trust Accounts;

"Trust Priority of Payments" means the order of priority of payments set out in Part 2 of the Third Schedule;

"Unclaimed Goods Prize" means, on any date, any Goods Prize which shall not have been claimed by any Goods Prize Winner;

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"Unclaimed Prize Payment" means, on any date, any Prize Payment which shall not have been claimed by the relevant Prize Winner;

"Unclaimed Prize Payment Report" means the report (if any) to be delivered by Camelot to, inter alia, the Trustee and the Account Bank by 11.00 a.m. on any Business Day which:

- (a) details any NLDF Unclaimed Prize Payment Entitlement which is payable to NLDF and seeks the payment to NLDF of such NLDF Unclaimed Prize Payment Entitlement out of the Operational Trust Account on such Business Day; and/or
- (b) details any OLDF Unclaimed Prize Payment Entitlement which is payable to OLDF and seeks the payment to OLDF of such OLDF Unclaimed Prize Payment Entitlement out of the Operational Trust Account on such Business Day;

"Unclaimed Prize Period" means the period of one hundred and eighty days during which a Prize Winner is entitled to claim his Prize Payment or Goods Prize being calculated:

- (a) in respect of each Lotto Game, from the date of the relevant draw;
- (b) in respect of any Scratchcard Game, from the date which has been determined, in accordance with the regulations of such Scratchcard Game, and announced as the official end-of-game date for the relevant Scratchcard Game;
- (c) in respect of any Interactive Only Game, from the date on which notification of the Prize Payment has been issued to the relevant Interactive Player through the Interactive Platform; and
- (d) in respect of any other Game, from the date determined in accordance with the regulations of such Game;

"Unpaid Prize Date" means, in respect of any Unpaid Prize Payment, the date which is the seventh anniversary of the earliest of:

- (a) in respect of each Lotto Game, the date of the relevant draw;
- (b) in respect of any Scratchcard Game, the date which has been determined, in accordance with the regulations of the Scratchcard Game and announced as the official end-of-game date for the relevant Scratchcard Game;

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- (c) in respect of any other Game, the date as determined in accordance with the regulations of such Game; and
- (d) the date on which the Licence terminates, expires or is not renewed;

provided that, where a cheque has been issued in respect of any Prize Payment, the Unpaid Prize Date will be the later of the seventh anniversary of (a), (b), (c) or (d) and the seventh anniversary of the date of issue of any cheque in respect of that Prize Payment.

"Unpaid Prize Payment" means on any date:

- (a) any Prize Payment which has been claimed by the relevant Prize Winner and in respect of which a cheque has been drawn by Camelot on the Prize Payment Account in respect thereof and has been sent or given to such Prize Winner and such cheque has not been presented for payment;
- (b) any Prize Payment which has been claimed by the relevant Prize Winner and a payment from the Prize Payment Account by way of a Direct Credit has been attempted in respect thereof, but in respect of which Bacs and the Direct Debit Scheme have not, in accordance with their procedures, been able to effect payment to the proposed recipient of the Direct Credit; or
- (c) any Prize Payment which has been claimed by the relevant Prize Winner and a payment from the Prize Payment Account has been made by way of any method or process which is not referred to in paragraphs (a) and (b) of this definition and Camelot has not been able to effect payment to the proposed recipient of such amount;

"Unpaid Prize Payment Report" means the report (if any) to be delivered by Camelot to, inter alia, the Trustee and the Account Bank by 11.00 a.m. on the last Business Day of each week which:

- (a) details any Unpaid Prize Payment in respect of which the Unpaid Prize Date has occurred; and
- (b) seeks the payment to NLDF of such Unpaid Prize Payment out of the Operational Trust Account on such Business Day;

"Unutilised Camelot Breakage" means, on any day, the aggregate of all amounts of Camelot Breakage which have been paid into the Prize Reserve Trust No.1 Account pursuant to Clause 10.4A(b) from (and including) the Licence Date to (and including), such day less:

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- (a) the aggregate of all amounts of Applied Camelot Breakage specified in Camelot Weekly Trust Reports delivered on or after the Licence Date but on or prior to such day; and
- (b) the aggregate of all amounts paid to the NLDF Account from (and including) the Licence Date to (but excluding) such day pursuant to Clause 11.7(bb) by way of NLDF Unutilised Camelot Breakage Payments but excluding any amount paid or to be paid to NLDF in respect of Breakage accrued prior to the Licence Date;

“Unutilised Independent Section 6 Licensee Breakage” means, on any day, in relation to any Independent Section 6 Licensee, the aggregate of all amounts of Independent Section 6 Breakage which have been paid into the relevant Prize Reserve Trust No.3 Account in respect of such Independent Section 6 Licensee pursuant to Clause 10.4B(b) from (and including) the Licence Date to (and including) such day less:

- (a) the aggregate of all amounts of Applied Independent Section 6 Licensee Breakage in respect of such Independent Section 6 Licensee specified in Camelot Weekly Trust Reports delivered on or after the Licence Date but on or prior to such day; and
- (b) the aggregate of all amounts paid to the NLDF Account in respect of such Independent Section 6 Licensee from (and including) the Licence Date to (but excluding) such day pursuant to Clause 11.7(cc) by way of NLDF Unutilised Independent Section 6 Licensee Breakage Payments but excluding any amount paid or to be paid to NLDF in respect of Breakage accrued prior to the Licence Date;

“Unutilised Wallet Balance” means, at any time in relation to an Interactive Player, that part of that Interactive Player's Wallet Balance which has not been the subject of a Wallet Utilisation Instruction delivered prior to such time;

“Unutilised Wallet Balance Expiry Date” means, in respect of any Unutilised Wallet Balance, the date which is the sixth anniversary of the date on which any credit or debit was last made to the relevant Wallet;

“Utilised Subscription Moneys” means the aggregate amount of the Subscription Moneys and the amounts representing Multidraw Receipts standing to the credit of the Advance Sales Trust Account on any Relevant Date which have been paid by Subscription Players or, as the case may be, Multidraw Players in respect of:

- (a) Lotto Games for which the draw took place during the Preceding Relevant Week; and

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- (b) in any other case, Games which were played during the Preceding Relevant Week;

"Utilised Voucher Moneys" means the amount of the Voucher Moneys standing to the credit of the Prize Reserve Trust No.2 Account on any Relevant Date which is equal to the cash amount that would have been paid by participants for the number of Voucher Tickets issued during the Preceding Relevant Week had those Voucher Tickets been Tickets other than Voucher Tickets;

"VAT Amount" shall have the meaning ascribed thereto in Clause 11.20;

"Voucher Deficiency" shall have the meaning ascribed thereto in Clause 11.21;

"Voucher Expired Payment" means the aggregate of:

- (i) such amount of Voucher Moneys (other than for the avoidance of doubt, any such Voucher Moneys which form or have formed part of any Utilised Voucher Moneys or which are to be dealt with as Voucher Failed Payments or as Promoter Refunds or as Camelot Promoter Failed Payment Refunds or as Camelot Voucher VAT Payments) as are attributable to National Lottery Vouchers which have become ineligible for exchange for Voucher Tickets by virtue of the expiry of any time limit applicable under such National Lottery Vouchers;
- (ii) such amount of Voucher Moneys (other than for the avoidance of doubt, any such Voucher Moneys which form or have formed part of any Utilised Voucher Moneys or which are to be dealt with as Voucher Failed Payments or as Camelot Promoter Failed Payment Refunds or as Camelot Voucher VAT Payments) as are attributable to National Lottery Vouchers which were not issued to a Promoter; and
- (iii) income credited to the Prize Reserve Trust No.2 Account in accordance with the provisions of Clause 12.2(f);

"Voucher Failed Payment" means such amount of Voucher Moneys (other than for the avoidance of doubt, any such Voucher Moneys which form or have formed part of any Utilised Voucher Moneys) which relates to any Cancellation Event and which must be paid by, or on behalf of, Camelot to the relevant Voucherholders who are ineligible to participate in the Game to which such Cancellation Event relates, as a consequence of such Cancellation Event, and are ineligible to participate in any subsequent Game, by virtue of any time limit applicable under their National Lottery Voucher;

"Voucherholder" means a person who is a holder of a National Lottery Voucher;

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"Voucher Moneys" means any amount paid from time to time by, or on behalf of, a Promoter in accordance with a Promoter Agreement made between Camelot and such Promoter other than in respect of Print Cost Debts and any amount paid from time to time by Camelot into the Prize Reserve Trust No.2 Account whether required under the terms of a Promoter Agreement or by agreement between Camelot and NLC;

"Voucher Ticket" means a Ticket for a Camelot Game issued by a Retailer upon presentation of a valid National Lottery Voucher, bearing a Lucky Dip Selection;

"Wallet" means, in relation to an Interactive Player, the notional account maintained by Camelot for such Interactive Player on the Interactive Platform which, for the avoidance of doubt, includes any such notional account maintained for an Interactive Test Player but excludes any other notional account opened by Camelot from time to time for the purposes of testing the Interactive Platform;

"Wallet Balance" means, in relation to an Interactive Player, the amount from time to time standing to the credit of such Interactive Player's Wallet;

"Wallet Deposit" means, in relation to an Interactive Player, any amount which in accordance with the Interactive Conditions has been authorised for transfer by that Interactive Player from his or her Interactive Player Account and credited or is to be credited to such Interactive Player's Wallet;

"Wallet Utilisation" means, in relation to an Interactive Player, any amount which is the subject of an instruction in accordance with the Interactive Conditions received on the Interactive Platform to apply all or part of that Interactive Player's Wallet Balance in purchasing one or more Tickets for one or more Games (a **"Wallet Utilisation Instruction"**);

"Wallet Winnings" means, in relation to an Interactive Player, an amount equal to:

- (a) any Prize Payment which, in accordance with instructions received by Camelot from such Interactive Player and the Interactive Conditions is to be credited to such Interactive Player's Wallet (but, for the avoidance of doubt, excluding any amount credited to an Interactive Player's Account which represents Direct Winnings); and
- (b) any Prize Payment represented by a Match O Token Amount which is to be credited to such Interactive Player's Wallet Balance;

"Wallet Withdrawals" means, in relation to an Interactive Player, any amount which in accordance with instructions received by Camelot from such Interactive

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Player and the Interactive Conditions is to be debited to such Interactive Player's Wallet and credited to such Interactive Player's Interactive Player Account but so that this shall not include any withdrawal which is a Compulsory Wallet Withdrawal or a Manual Wallet Withdrawal.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2822203
CHARGE NO. 78**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THE ASSIGNATION UNDER AND
PURSUANT TO THE SECURITY AGREEMENT DATED 20 AND 22
DECEMBER 1994 DATED 1 APRIL 2009 AND CREATED BY
CAMELOT GROUP PLC FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE
BENEFICIARIES**

**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 15 APRIL 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 APRIL 2009



Companies House
— for the record —



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