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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

N

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf—Note 5)

For official use

Company number

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282203 282203

Name of company

* CAMELOT GROUP PLC (the "Company")

* insert full name
of company

Date of creation of the charge

7 April 1995

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

The assignment dated 7 April 1995 made by the Company under and pursuant to the Security Agreement dated 20 and 22 December 1994 (the "Assignment") in favour of The Law Debenture Trust Corporation p.l.c. (the "Trustee").
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Amount secured by the charge

All Secured Obligations (as defined in the Security Trust Deed dated 12 November 1994 and made between the Company and the Trustee) to be paid or discharged by the Company.
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Names and addresses of the chargees or persons entitled to the charge

The Law Debenture Trust Corporation p.l.c.		
Princes House, 95 Gresham Street		
London	Postcode	EC2V 7LY

Presentor's name address and
reference (if any):Clifford Chance
200 Aldersgate Street
London
EC1A 4JJFor Official Use
Mortgage Section

REGISTERED

12 APR 1995

Post Room

KLD *KG7C0AHA* 1698
COMPANIES HOUSE 12/04/95

Time critical reference

HNR/MXRF/L0794/02780/ACC

Short particulars of all the property charged

1. The Company assigns to and in favour of the Trustee as trustee under the Security 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 Security 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 its full right therein and thereon, 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 and 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 name 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 the 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

(See Continuation Sheet 1 - page 4)

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Particulars as to commission allowance or discount (note 3)

Signed

Clifford Chance

Date

11/4/95

On behalf of ~~[company]~~ [chargee]†

† 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

2822203

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binding margin

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.

Please complete
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Definitions

In this Form 395, unless the context otherwise requires:

"Retailer" means any person with whom the Company has entered into a Retailer Agreement; and

"Retailer Agreement" means an agreement under which any person (including but not limited to, Post Office Counters Limited) agrees, from time to time, with the Company to sell or offer to sell Tickets (as defined in the Security Trust Deed) in respect of any Games (as defined in the Security Trust Deed).

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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bold block lettering

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

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

COMPANY No. 02822203

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION DATED THE 7th APRIL 1995 AND CREATED BY CAMELOT GROUP PLC FOR SECURING ALL MONEYS DUE OR TO BECOME DUE FROM THE COMPANY TO THE LAW DEBENTURE TRUST CORPORATION P.L.C. UNDER OR PURSUANT TO THE TERMS OF THE SECURITY TRUST DEED DATED 12th NOVEMBER 1994 AND /OR THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th APRIL 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 1995.

L. M. Driscoll
L. M. DRISCOLL

for the Registrar of Companies

