

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

THURSDAY



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15/07/2010

443

COMPANIES HOUSE

1

Company details

Company number

7 1 9 3 5 0 0

Company name in full

Premier Lotteries Capital UK Limited (the **Chargor**)

For official use



Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

0 8 0 7 2 0 1 0

3

Description

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

Description

A security agreement dated 8 July 2010 between the Chargor, Premier Lotteries UK Limited and Royal Bank of Canada Europe Limited (the **Security Agent**) as agent and trustee for the Secured Parties (as defined below) (the **Deed**).

4

Amount secured

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

Amount secured

All liabilities and all other present and future obligations at any time owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Secured Debt Documents (each as defined below) whether actual or contingent and whether owed jointly or severally and as principal or surety or in any other capacity whatsoever, except for any obligation or liability which, if it were so included, would result in the Deed contravening any law (including, without limitation, section 678 or section 679 of the Companies Act 2006) (the **Secured Liabilities**)

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

Continuation page

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

Name Royal Bank of Canada Europe Limited

Address 71 Queen Victoria Street

London

Postcode E C 4 V 4 D E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars See continuation sheets

MG01**Particulars of a mortgage or charge****7 Particulars as to commission, allowance or discount (if any)**

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

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

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

Commission allowance
or discount

Nil

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Allen & Day LLP* X

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

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Presenter information

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

Contact name SAG 0015267-0000898 3541582

Company name Allen & Overy LLP

Address 40 Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 D U

Country United Kingdom

DX

Telephone 020 3088 0000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.1 General

- (a) All the security created under the Deed
 - (i) is created in favour of the Security Agent,
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities, and
 - (iii) is made, subject to any Permitted Security, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the Chargor charges or otherwise secures (whether by way of assignment or otherwise) any agreement or asset under the Deed and the charge or other security breaches a term of that agreement because a third party's consent has not been obtained
 - (i) the Chargor must notify the Security Agent as soon as possible and, until such consent is obtained, the applicable agreement or asset will not be subject to the security created under the Deed and will be excluded for the purposes of the Deed,
 - (ii) unless the Security Agent (acting reasonably) otherwise requires, having taken into account the time and cost involved in attempting to obtain such consent against the benefit obtained, the Chargor must, and each other chargor providing Security under the Deed shall procure that the Chargor will, use its reasonable endeavours to obtain the consent as soon as practicable, provided that if such consent is not obtained within 30 Business Days of initiating a request for consent, neither the Chargor nor any other charger providing Security under the Deed shall be under any further obligation to attempt to obtain such consent,
 - (iii) the security created under the Deed will, to the extent permitted by the applicable agreement (whether such term is express or implied by law), secure all amounts which the Chargor may receive, or has received under that agreement or in connection with that agreement or asset but exclude the agreement or asset itself, and
 - (iv) the Chargor must, once it has received final confirmation in writing in respect of the same, promptly supply to the Security Agent a copy of the consent obtained by it
- (c) The Security Agent holds the benefit of the Deed of trust for the Secured Parties
- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (Security Assets) to the Deed does not affect the validity or enforceability of the security created under the Deed

1.2 Land

- (a) The Chargor charges by way of a first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, this includes any real property (if any) specified in Part 1 of Schedule 1 (Security Assets) to the Deed opposite its

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name or in Part 1 of the schedule to any Deed of Accession by which it became party to the Deed

(b) A reference in the Deed to any freehold or leasehold property includes

(i) all buildings and Fixtures on that property owned by the Chargor, and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants

(c) Notwithstanding paragraphs (a) and (b) above, no charge shall be granted over or in respect of any estates, interests in any freehold or leasehold property, or rights under any licence or other agreement or document under this clause 1 2 where the value of such estate, interest or, as the case may be, right under any licence or other agreement or document is less than £50,000

1.3 Investments

(a) The Chargor charges by way of a first fixed charge

(i) all shares in any member of the Group owned by it or held by any nominee on its behalf, this includes any specified in Part 2 of Schedule 1 (Security Assets) to the Deed opposite its name or in Part 2 of the schedule to any Deed of Accession by which it became party to the Deed, and

(ii) all other material shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalent Investments) owned by it or held by any nominee on its behalf which are issued in relation to any of the shares referred to in sub-paragraph (a)(i) above

(b) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes

(i) any dividend, interest or other distribution paid or payable,

(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

(iii) any right against any clearance system, and

(iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment

1.4 Plant and machinery

To the extent not already charged under clause 1 2 above the Chargor charges by way of a first fixed charge all material Plant and Machinery owned by it and its interest in any material Plant and Machinery in its possession

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1.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Security Account it has with any person and the debt represented by that account provided that any such monies paid out of such accounts where such payments are not in breach of the Group Facility Finance Documents shall be released from the security created under the Deed upon the proceeds being paid out

1.6 Book Debts

The Chargor charges, subject to the rights of third parties therein, by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) above

1.7 Insurances

- (a) The Chargor charges by way of first fixed charge all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts
- (b) A reference in this subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party

1.8 Other contracts

- (a) Subject to the Agreed Security Principles, the Chargor charges by way of first fixed charge all of its rights in respect of
 - (i) its Relevant Contracts,
 - (ii) any agreement (including but not limited to any agreement evidencing the terms of any Intra-Group Liabilities) to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause, this includes its Relevant Contracts,
 - (iii) any letter of credit or bond issued in its favour, and
 - (iv) any bill of exchange or other negotiable instrument held by it
- (b) To the extent that any right described in paragraph (a) above is not chargeable or capable of being charged, the charge of that right purported to be effected by clause 2 8(c) of the Deed shall, subject to clause 1 1(b) of the Deed, operate as a charge of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right

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<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; margin: 0 auto;">6</div>	<div style="text-align: center; border-bottom: 1px solid black; padding-bottom: 5px;"> Short particulars of all the property mortgaged or charged </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Please give the short particulars of the property mortgaged or charged </div>
Short particulars	<div style="margin-top: 10px;"> 1.9 Intellectual property The Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property, this includes any specified in Part 5 of Schedule 1 (Security Assets) to the Deed opposite its name or in Part 5 of the schedule to any Deed of Accession by which it became party to the Deed </div> <div style="margin-top: 20px;"> 1.10 Miscellaneous The Chargor charges by way of a first fixed charge <div style="margin-left: 20px;"> <div>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund (to the extent permitted by legislation or under the governing documents for the pension fund),</div> <div>(b) its goodwill,</div> <div>(c) to the extent capable of being charged, the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</div> <div>(d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above, and</div> <div>(e) its uncalled capital</div> </div> </div> <div style="margin-top: 20px;"> 1.11 Floating charge <div style="margin-left: 20px;"> <div>(a) The Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively charged under this Deed</div> <div>(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if <div style="margin-left: 20px;"> <div>(i) a Declared Default has occurred, or</div> <div>(ii) the Security Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</div> </div> </div> <div style="margin-left: 20px;"> <div>(c) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of <div style="margin-left: 20px;"> <div>(i) the obtaining of a moratorium, or</div> <div>(ii) anything done with a view to obtaining a moratorium,</div> </div> under section 1A to the Insolvency Act 1986 </div> </div> </div> </div>

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- (d) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets
- (i) if an administrator is appointed or the Security Agent receives notice of the intention of the Chargor to appoint an administrator to the Chargor, or
- (ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up), other than pursuant to a Permitted Transaction
- (e) The floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Secured Debt Document

1.12 Security limitations

In no circumstance shall Security be granted or purported to be granted under or pursuant to this Deed in respect of

- (a) any Lottery Asset,
- (b) any agreement or asset subject to restrictions on Security pursuant to the terms of the Licence or any other regulatory requirement, any Security Trust Deed or the Priority Deed,
- (c) any agreement or asset which would require the consent of any third party to such Security being provided, subject to the provisions of clause 1.1(b), or
- (d) any agreement or asset to the extent that taking Security over such agreement or asset would breach applicable law and/or be reasonably likely to result in any employee, officer or director of the Chargor incurring personal liability as a result of granting or entering into any arrangement to grant such Security

1.13 Restrictions on Dealings

- (a) The Chargor may not
- (i) create or allow to exist any Security on any of its assets, or
- (ii) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,
- unless permitted under the Group Facility Agreement or other Secured Debt Documents

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- (b) Prior to the occurrence of a Declared Default, and thereafter if the Security Agent so consents, the Chargor shall be free to deal with the Security Assets and any rights, remedies or waiver it may have in relation thereto in the ordinary course of business to the extent the same is permitted under the terms of any of the Secured Debt Documents

1.14 Further Assurances

The Chargor must, subject to the Agreed Security Principles and at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to the Deed,
- (b) facilitating the realisation of any Security Asset or any part thereof, or
- (c) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset

This includes (subject to the Agreed Security Principles).

- (i) the re-execution of the Deed,
- (ii) the execution of any charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient to ensure it is vested with legal and valid Security over the relevant Secured Assets

In this Form MG01

Acceptable Bank means

- (a) an Original Lender,
- (b) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or
- (c) any other bank or financial institution approved by the Royal Bank of Canada Europe Limited

Accession Deed has the meaning given to that term in the Group Facility Agreement.

Accounting Principles means IFRS

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Acquisition means the acquisition by the Company of the Target Shares, and the acquisition of the CGSL Loan, in each case on the terms of the Acquisition Documents

Acquisition Agreement means the sale and purchase agreement dated on or about the date of the Group Facility Agreement relating to the sale and purchase of the Target Shares and made between the Company and the Vendors

Acquisition Documents means the Acquisition Agreement and the Disclosure Letter, and any other document designated as an "Acquisition Document" by the Agent (the Royal Bank of Canada Europe Limited) and the Parent

Agent means the Group Facility Agent, the Regulated RCF Agent and each Qualifying NRD Representative (if any)

Agreed Security Principles has the meaning given to that term in each of the Group Facility Agreement and depending on the context in which this term is used, the Regulated RCF Facility Agreement and/or any Qualifying NRD Facility Agreement (as the case may be)

Ancillary Document has the meaning given to that term in the Group Facility Agreement

Arranger means each of the Group Facility Arranger, the Regulated RCF Arranger and any Qualifying NRD Arranger

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

Business Days means a day (other than a Saturday or Sunday) on which banks are open for general business in London and

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day

Camelot means Camelot Group Limited

Cash Equivalent Investments means

(a) securities denominated in US dollars, Canadian dollars, sterling or euros and issued or unconditionally guaranteed by the government of the United States, Canada or a member of the European Union (other than Greece, Portugal, Cyprus, the Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, Slovenia and any country which is not a member at the date of the Group Facility Agreement) or by any agency of such a government having an equivalent credit rating,

(b) commercial paper in US dollars, Canadian dollars, sterling or euros not issued or guaranteed by a member of the Group, for which a recognised trading market exists and maturing within 90 days of being acquired and having a rating of at least A-1 from Standard & Poor's Rating Services and Fitch Ratings Ltd and at least P-1 from Moody's Investor Services Limited, and

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(c) certificate of deposit or bankers' acceptances maturing within 90 days of being acquired issued by an Acceptable Bank

CGSL Loan has the meaning given to that term in the Group Facility Agreement

Charged Property means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security and/or the Regulated Security (as the context may require)

Closing Date means the date on which Completion occurs

Commission means the National Lottery Commission

Company means Premier Lotteries UK Limited

Completion means the completion of the Acquisition in accordance with clause 7 of the Acquisition Agreement

Compliance Certificate has the meaning given to that term in the Group Facility Agreement

Creditor/Agent Accession Undertaking has the meaning given to that term in the Intercreditor Agreement

Debt Document means each of the Intercreditor Agreement, the Hedging Agreements, the Group Facility Finance Documents, the Regulated RCF Finance Documents, the Qualifying NRD Finance Documents, the Supplemental Facilities Finance Documents, any agreement evidencing the terms of the Intra-Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Parent

Debtor means the Original Debtor and any person which becomes a party to the Intercreditor Agreement as a Debtor in accordance with the terms of Clause 20 (Changes to the Parties) of the Intercreditor Agreement

Declared Default means an Event of Default in respect of which any notice demanding repayment of amounts due under the Secured Debt Documents has been served in accordance with the terms of the applicable Secured Debt Documents by the relevant Agent

Deed of Accession means a deed substantially in the form of Schedule 5 (Form of Deed of Accession) of the Deed or as otherwise agreed between the Security Agent and the Parent

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent

Disclosure Documents means the documents listed in the schedule of documents forming part of the Disclosure Letter

Disclosure Letter has the meaning given to that term in the Group Facility Agreement

Escrow Trust Account has the meaning given to that term in the Group Facility Agreement

Euromillions Security Trust Deed has the meaning given to that term in the Group Facility Agreement

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Event of Default means any event or circumstance specified as such in either the Group Facility Agreement, the Regulated RCF Facility Agreement, a Qualifying NRD Facility Agreement or a Supplemental Facilities Agreement

Facility A has the meaning given to that term in the Group Facility Agreement

Facility Agent means the Group Facility Agent

Facility Agreement means the Group Facility Agreement, the Regulated RCF Facility Agreement, a Qualifying NRD Facility Agreement or a Supplemental Facilities Agreement

Facility B has the meaning given to that term in the Group Facility Agreement

Fee Letter means:

- (a) any letter or letters dated on or about the date of this Agreement between RBC Capital Markets and the Parent and Royal Bank of Canada and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 17 (Fees) of the Group Facility Agreement, and
- (b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2.2 (Increase), Clause 17.4 (Fees payable in respect of Letters of Credit) or Clause 17.6 (Interest, commission and fees on Ancillary Facilities) of the Group Facility Agreement or under any other Finance Document

Finance Documents means the Group Facility Finance Documents

Finance Party has the meaning given to that term in the Group Facility Agreement

Financial Indebtedness means any indebtedness for or in respect of

- (a) moneys borrowed and debit balances at banks or other financial institutions,
- (b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),
- (c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of a finance or capital lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease, but only to the extent of such treatment,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),

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Short particulars	<p>(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition,</p> <p>(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Termination Date in respect of Facility B,</p> <p>(i) any amount of any liability under an advance or deferred purchase agreement if the primary reason behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question and in circumstances where the due date for payment is more than 180 days after the expiry of the period customarily allowed by the relevant supplier save where the payment deferral results from non-satisfaction or delayed satisfaction of contract terms by the supplier or from contract terms establishing payment schedules tied to total or partial contract completion and/or to the results of operational testing procedures,</p> <p>(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing, and</p> <p>(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above,</p> <p>and provided that in relation to bank accounts to which netting or set-off arrangements apply, only the net balance shall be taken into account</p> <p>Fixtures means all fixtures and fittings (including trade fixtures and fittings but excluding, for the avoidance of doubt, fixtures and fittings which are not owned by the relevant Chargor) and fixed plant and machinery</p> <p>Fronted Ancillary Document has the meaning given to that term in the Group Facility Agreement</p> <p>Group means the Parent and each of its Subsidiaries for the time being</p> <p>Group Creditors means the Group Facility Lenders and the Hedge Counterparties</p> <p>Group Facility Agent has the meaning given to that term in the Intercreditor Agreement</p> <p>Group Facility Agreement means the group facility agreement dated 19 March 2010, as amended and restated on 7 April 2010 and as amended and restated on 30 June 2010 and made between, among others, the Company, the Group Facility Agent and the Security Agent</p> <p>Group Facility Arranger has the meaning given to that term in the Intercreditor Agreement</p> <p>Group Facility Finance Documents means the Group Facility Agreement, any Accession Deed, any Ancillary Document, and Fronted Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a</p>	

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"Finance Document" by the Agent and the Parent provided that where the term "Finance Document" is used in, and construed for the purposes of, the Group Facility Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

- (a) the definition of "Material Adverse Effect" in the Group Facility Agreement,
- (b) paragraph (a) of the definition of "Permitted Transaction" in the Group Facility Agreement,
- (c) the definition of "Transaction Document" in the Group Facility Agreement,
- (d) the definition of "Transaction Security Document" in the Group Facility Agreement,
- (e) paragraph (a)(iv) of Clause 1 2 (Construction) of the Group Facility Agreement,
- (f) Clause 23 (Guarantee and Indemnity) of the Group Facility Agreement, and
- (g) Clause 28 (Events of Default) (other than paragraph (b) of Clause 28 16 (Repudiation and rescission of agreements) and Clause 28 20 (Acceleration)) of the Group Facility Agreement

Group Facility Lenders has the meaning given to that term in the Intercreditor Agreement

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by Premier Lotteries UK Limited and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facilities

Hedge Counterparty has the meaning given to that term in the Intercreditor Agreement

IFRS has the meaning given to that term in the Group Facility Agreement

Insurances means all policies of insurance held by or in the name of the Chargor

Intellectual Property means any material patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered

Intercreditor Agreement means the agreement dated 19 March 2010 as amended and restated on 7 April 2010

Intra-Group Lender has the meaning given to that term in the Intercreditor Agreement

Intra-Group Liabilities means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Group Facility Agreement as a Lender in accordance with Clause 2 2 (Increase) or Clause 29 (Changes to the Lenders) of the Group Facility Agreement,

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Please give the short particulars of the property mortgaged or charged

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which in each case has not ceased to be a Lender in accordance with the terms of the Group Facility Agreement

Liabilities has the meaning given to that term in the Intercreditor Agreement

Licence means the third National Lottery Licence granted by the Commission to Camelot with effect from 1 February 2009

Loan Note Documents means the Loan Notes and Loan Note Instrument in agreed form and any other documents entered into pursuant to any of them

Loan Note Instrument has the meaning given to that term in the Group Facility Agreement

Loan Notes has the meaning given to that term in the Group Facility Agreement

Lottery Asset means those assets as defined in the Lottery Security Trust Deed

Lottery Security Trust Deed has the meaning given to that term in the Group Facility Agreement

Obligor has the meaning given to that term in the Group Facility Agreement, the Regulated RCF Agreement, a Qualifying NRD Facility Agreement or a Supplemental Facilities Agreement (as the context may require) and to the extent not defined in any such Facility Agreement, shall mean a "borrower" under, or "guarantor" (in each case, howsoever defined) in respect of, that Facility Agreement

Original Borrower means Premier Lotteries UK Limited.

Original Debtor means Premier Lotteries UK Limited

Original Lenders means the financial institutions listed in Part II of Schedule 1 (*The Original Parties*) of the Group Facility Agreement as lenders

Parent means Premier Lotteries Capital UK Limited

Permitted Disposal has the meaning given to that term in the Group Facility Agreement

Permitted Existing Security means Security granted under or pursuant to the terms of

- (a) each Security Trust Deed,
- (b) the escrow trust account security deed dated 14 April 1998 made between Camelot and Law Debenture relating to the Escrow Trust Account established in respect of the National Lottery (each as defined therein), and
- (c) a deed of charge dated 12 November 1994 made by Camelot in favour of The Royal Bank of Scotland plc under which Camelot granted a floating charge over its Non-Lottery Assets (as defined in the Security Trust Deeds)

Permitted Financial Indebtedness has the meaning given to it in the Group Facility Agreement

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Permitted Security means

- (a) any lien arising by operation of law or agreement of similar effect and in the ordinary course of trading,
- (b) any Security or Quasi-Security arising under netting or set-off arrangements referred to in paragraph (f) of the definition of "Permitted Financial Indebtedness" in the Group Facility Agreement but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors (except in the case of (i) and (ii) to the extent that such netting, set off or Security relates to or is granted in support of a loan permitted pursuant to paragraph (f) in the definition of "Permitted Loan" in the Group Facility Agreement),
- (c) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a member of the Group which constitutes "Permitted Financial Indebtedness" under the Group Facility Agreement, excluding any Security or Quasi-Security under a credit support arrangement but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors (except in the case of (i) and (ii) to the extent that such netting, set off or Security relates to or is granted in support of a loan permitted pursuant to paragraph (f) in the definition of "Permitted Loan" in the Group Facility Agreement),
- (d) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the Closing Date if
- (e) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,
- (f) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group, and
- (g) the Security or Quasi-Security is removed or discharged within 3 months of the date of acquisition of such asset,
- (h) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the Closing Date, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group if
- (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,
- (j) the principal amount secured has not increased in contemplation of or since the acquisition of that company, and
- (k) the Security or Quasi-Security is removed or discharged within 3 months of that company becoming a member of the Group,

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- (l) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms,
- (m) any Security or Quasi-Security (existing as at the date of this Agreement) over assets of any member of the Target Group so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than 60 Business Days after the Closing Date,
- (n) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,
- (o) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (e) of the definition of "Permitted Financial Indebtedness" in the Group Facility Agreement,
- (p) any Permitted Existing Security and any other document or agreement entered into in connection therewith provided that, to the extent such document or agreement provides Security over the Non-Lottery Assets (as such term is defined in the Security Trust Deeds), it does not change the order of priorities in respect of such assets from that set out under any Priority Deed (save to the extent otherwise agreed by the Security Agent),
- (q) any cash collateral provided to secure an indemnity obligation in respect of a bank guarantee or letter of credit,
- (r) any Security arising as a result of legal proceedings discharged within 20 Business Days or otherwise contested in good faith (which do not otherwise constitute an Event of Default), and any Security for an appeal,
- (s) any Security or Quasi-Security over any rental deposit or concession payment,
- (t) any Security arising as part of a bank's standard terms and conditions with a bank with which a member of the Group maintains a banking relationship in the ordinary course of its business,
- (u) any rights of set-off arising under contracts entered into by members of the Group in the ordinary course of business, or
- (v) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (o) above) does not exceed an amount equal to £5,000,000 or its equivalent

Permitted Transaction means

- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under or pursuant to the Finance Documents, the Regulated Finance Documents, the Qualifying NRD Finance Documents, the Licence, any Security Trust Deed or the Loan Note Documents,
- (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor (save that the solvent reorganisation of an Obligor shall be permitted to the extent that it relates

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solely to the transfer or reorganisation of administrative functions performed by that Obligor) so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group or to any other shareholders in proportion to their entitlement;

(c) unless an Event of Default is continuing, the reorganisation on a solvent basis of an Obligor (other than the Parent, the Company or Camelot) where

(i) all of the assets of that Obligor remain within the Group and the value or percentage or any interest in any member of the Group held by any person which is not a member of the Group is not increased, and

(ii) if the assets or the shares were subject to Transaction Security prior to such reorganisation, the Lenders will enjoy (subject to the Agreed Security Principles (in the reasonable opinion of the Facility Agent and supported by any professional opinions and reports it reasonably requires) the same or equivalent guarantees from it (or its successor) and the same or equivalent Security over the relevant assets and shares (other than any shares which will cease to exist by way of merger) after the reorganisation,

(d) where needed for tax efficiency or corporate law reasons, conversion of loans between members of the Group into equity,

(e) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms, or

(f) any payments, restructurings or other transactions contemplated by the Structure Memorandum

Plant and Machinery means in relation to the Chargor any plant, machinery, computers, or vehicles

Primary Creditors means the Group Creditors, the Regulated RCF Lenders, the Qualifying NRD Lenders and the Supplemental Facilities Lenders

Priority Deed means any deed to be entered into between the Security Agent, Royal Bank of Canada Europe Limited and Law Debenture, as contemplated by the terms of the documents evidencing Permitted Existing Security, regulating the relative priorities of the Security held over assets of Camelot

Qualifying NRD Arranger has the meaning given to that term in the Intercreditor Agreement

Qualifying NRD Facility Agreement has the meaning given to that term in Clause 2 1 (Criteria for Qualifying NRD Incurrence) of the Intercreditor Agreement

Qualifying NRD Finance Documents means, in relation to a Qualifying NRD Incurrence, each document named as such in any Creditor/Agent Accession Undertaking relating thereto delivered in accordance with Clause 2 2 (Accession of Qualifying NRD Lenders) of the Intercreditor Agreement

Qualifying NRD Incurrence has the meaning given to that term in the Intercreditor Agreement

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Qualifying NRD Lender has the meaning given to that term in the Intercreditor Agreement

Qualifying NRD Representative means, in relation to a Qualifying NRD Incurrence, the person named as such in any Creditor/Agent Accession Undertaking delivered relating thereto in accordance with Clause 2.2 (Accession of Qualifying NRD Lenders)

Quasi-Security has the meaning given to that term in Clause 27.14 (Negative pledge) of the Group Facility Agreement

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

Regulated RCF Agent has the meaning given to that term in the Intercreditor Agreement

Regulated RCF Arranger has the meaning given to that term in the Intercreditor Agreement

Regulated RCF Facility Agreement means the revolving facility agreement made between (among others) Camelot and RBC Capital Markets as arranger dated 19 March 2010 as amended on 25 March 2010 and as amended and restated on 7 April 2010 and 30 June 2010

Regulated RCF Finance Documents has the meaning given to the term "Finance Documents" in the Regulated RCF Facility Agreement

Regulated RCF Lenders has the meaning given to that term in the Intercreditor Agreement

Regulated Security means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Regulated Security Documents

Regulated Security Documents has the meaning given to that term in the Intercreditor Agreement

Relevant Contracts means in relation to the Chargor any agreement specified in Part 4 of Schedule 1 (Security Assets) of the Deed opposite its name or in Part 4 of the schedule to any Deed of Accession by which it became party to the Deed

Resignation Letter means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Group Facility Agreement

Revolving Facility has the meaning given to that term in the Group Facility Agreement

Secured Debt Document means each Debt Document evidencing the terms of the Secured Obligations

Secured Obligations means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any Obligor and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

Secured Parties means the Security Agent, any Receiver or Delegate and each of the Agents, the Arrangers and the Primary Creditors from time to time but, in the case of each Agent, Arranger or each Primary Creditor, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a

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Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 20.9 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Account means in relation to the Chargor

- (a) any bank account specified in Part 3 (Security Accounts) of Schedule 1 (Security Assets) of the Deed next to its name, and
- (b) subject to the Agreed Security Principles, any other account opened or maintained in England and Wales by the Chargor with an Acceptable Bank, which is required to be charged under the terms of the Deed

Security Asset means all assets of each Chargor the subject of the security created under the Deed

Security Trust Deed means each of the Euromillions Security Trust Deed and the Lottery Security Trust Deed

Selection Notice means a notice substantially in the form set out in Part II of Schedule 3 (*Requests and Notices*) to the Group Facility Agreement given in accordance with Clause 15 (*Interest Periods*) of the Group Facility Agreement in relation to a Term Facility

Structure Memorandum has the meaning given to that term in the Group Facility Agreement

Subordinated Creditor has the meaning given to that term in the Intercreditor Agreement

Subordinated Liabilities means the Liabilities owed to the Subordinated Creditor by the Parent

Subsidiaries means a subsidiary within the meaning of section 1159 of the Companies Act 2006 but ignoring for this purpose any "B Shares" (as described in the Structure Memorandum) and the effect of any Transaction Security

Supplemental Facilities has the meaning given to that term in the Group Facility Agreement

Supplemental Facilities Agreement means, in relation to any Supplemental Facility, any agreement pursuant to which that Supplemental Facilities is made available

Supplemental Facilities Finance Documents has the meaning given to that term in the Intercreditor Agreement

Supplemental Facilities Lender has the meaning given to that term in the Intercreditor Agreement **Target** means each of

- (a) Camelot, and
- (b) Camelot Global Services Limited, a company incorporated under the laws of England and Wales with registered number 02822300

Target Group means the Targets and their Subsidiaries

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Target Shares means all of the shares in the Targets

TARGET2 has the meaning given to that term in the Group Facility Agreement

TARGET Day means any day on which TARGET2 is open for the settlement of payments in euro

Term Facility has the meaning given to that term in the Intercreditor Agreement

Termination Date means

- (a) in relation to Facility A, the date falling 6 years after the Closing Date,
 - (b) in relation to Facility B, the date falling 7 years after the Closing Date, and
- in relation to the Revolving Facility, the date falling 6 years after the Closing Date

Trade Instruments means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Group (as defined in the Group Facility Agreement) arising in the ordinary course of trading of that member of the Group

Transaction Security means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

Transaction Security Documents has the meaning given to that term in the the Group Facility Agreement

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

Utilisation Request means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests and Notices*) to the Group Facility Agreement

Vendors means Cadbury Holdings Limited, De la Rue Holdings PLC, Fujitsu Services Limited, Royal Mail Enterprises Limited and Thales Electronics PLC



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7193500
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 8
JULY 2010 AND CREATED BY PREMIER LOTTERIES CAPITAL
UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY MEMBER OF THE GROUP AND BY EACH
DEBTOR TO ANY SECURED PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 15 JULY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2010



Companies House
— for the record —



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