

MG01

Particulars of a mortgage or charge



1400129-13

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

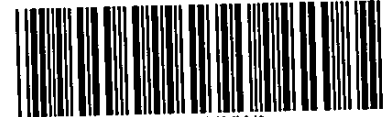
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

THURSDAY



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LD2

02/06/2011

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COMPANIES HOUSE

Official use

2161

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1

Company details

Company number 0 2 0 4 4 1 3 2

Company name in full The Codemasters Software Company Limited
(the "Company")

2

Date of creation of charge

Date of creation d2 d0 m0 m5 y2 y0 y1 y1

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 Guarantee and Debenture entered into between, amongst others, the Company and Reliance Big Entertainment PVT Ltd (the "Guarantee and Debenture")

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Amount secured

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

Amount secured Any obligation for the payment or repayment by the Company to Reliance of money in any currency pursuant to the Deed of Counter-indemnity whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, whether or not Reliance were a party to the original transaction, and including principal, interest, commission, fees and other charges (the "Indebtedness").

Continuation page

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

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

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

Continuation page

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

Name Reliance Big Entertainment PVT Ltd ("Reliance")

Address Reliance Energy House, Santacruz (East)

Mumbai-55, India

Postcode

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

- 1 By executing the Guarantee and Debenture the Company has charged in favour of Reliance with full title guarantee with the payment or discharge of all Indebtedness
- 1.1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Company and not registered at H.M Land Registry,
- 1 2 by way of first fixed charge:
- (a) all freehold and leasehold Land in England and Wales now vested in the Company or becomes vested in the Company in the future and registered at H.M. Land Registry;
- (b) all other Land which is now, or in the future becomes the Company's property;
- (c) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to the Company,
- (d) all plant and machinery now or in the future attached to any Land now or in the future belonging to the Company and all rights and interests the Company have under all present and future agreements relating to this plant and machinery,

CONTINUED.....

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

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

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

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

Commission, allowance or discount

N/A

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature

X *Benjamin Wright James* X

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

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Particulars of a mortgage or charge



Presenter information

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

Contact name **Marc Gilston**

Company name **Berwin Leighton Paisner LLP**

Address **Adelaide House**

London Bridge

Post town **London**

County/Region

Postcode **E C 4 R 9 H A**

Country

DX **92 LONDON/CHANCERY LN**

Telephone **+44 (0)20 3400 1000**



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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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (e) all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land now or in the future belonging to the Company,
- (f) all the Company's Securities now or in the future,
- (g) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company and all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
- (h) all the Company's goodwill and uncalled share capital for the time being,
- (i) all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company are not absolutely entitled or to which the Company is entitled together with others,
- (j) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;
- (k) all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any party of the world,
- (l) all book and other debts now or in the future owing to the Company,
- (m) all present and future rights and claims the Company have against third parties, capable of being satisfied by the payment of money,
- (n) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security;

1 3 by way of first floating charge

- (a) the Company's Assets which are not effectively charged by the fixed charges detailed above; and
- (b) without exception all the Company's Assets now or in the future insofar as they are situated for the time being in Scotland,

but in each case so that the Company shall not without Reliance's prior written consent:

- (1) create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu*

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	with or subject to, this floating charge);	
	(ii) take any other step referred to in clause 5.1 of the Guarantee and Debenture (set out here below as clause 1.1 of the Negative pledge and other restrictions) with respect to any of the Floating Charge Assets,	
	(iii) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business	
2	Reliance may at any time crystallise any floating charge created in clause 3.1.3 of the Guarantee and Debenture (1.3 above) into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by Reliance to the Company in relation to any or all Floating Charge Assets, as Reliance specify in the notice	
3	Subject to the rights of any prior mortgagee and unless otherwise agreed by Reliance, the Company must:	
3.1	deposit with Reliance for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 of the Guarantee and Debenture (set out here at clause 1, above) including insurance and assurance policies,	
3.2	execute and deliver to Reliance any documents and transfers Reliance require at any time to constitute or perfect an equitable or legal charge (at Reliance's option) over registered Securities or a pledge over bearer Securities, including any Securities within any paperless transfer and settlement system or held in a clearing system, and give any instructions and take any actions Reliance may require to achieve this	
4	Unless and until the Guarantee and Debenture becomes enforceable or Reliance directs otherwise	
4.1	the Company may continue to exercise all voting and other rights attaching to Securities as long as the Company remain their registered owner;	
4.2	if Securities are registered in Reliance's nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions that the Company issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.	
5	Any mortgage, fixed charge or other fixed security which the Company creates in favour of Reliance will have priority over the floating charge created by clause 3.1.3 of the Guarantee and Debenture (set out here at clause 1.3, above) unless Reliance state otherwise on or after its creation	
6	Any debentures, mortgages or charges (fixed or floating) which the Company creates in the future (except those in favour of Reliance) shall be expressed to be subject to the Guarantee and Debenture and shall rank in order of priority behind the charges created by the Guarantee and Debenture.	

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Short particulars

Collecting Receivables

- 1 The Company will hold all money received upon trust for Reliance. The Company may not, without our prior written consent, charge, factor, discount, assign, postpone, subordinate or waive your rights in respect of any Receivable in favour of any other person or purport to do so.
- 2 If Reliance release, waive or postpone its rights in respect of any Receivables for the purpose of enabling the Company to factor, discount or otherwise sell them to Reliance or to a third party, the charges created by the Guarantee and Indemnity will in all other respects remain in full force and effect. In particular, all amounts due to the Company from Reliance or the third party and any Receivables re-assigned or due to be re-assigned to the Company will be subject to the relevant fixed charge detailed in clause 3.1 of the Guarantee and Indemnity (set out here above), subject only to any defences or rights of retention or set-off which we or the third party may have against the Company.

Negative pledge and other restrictions

- 1 The Company may not, except with the prior written consent of Reliance
 - 1.1 create or attempt to create any fixed or floating security of any kind or any trust over any its Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of its Assets (other than Permitted Encumbrances),
 - 1.2 sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them

Definitions

"Agent" means the company named as Agent on the front page of the Guarantee and Debenture and includes any successor appointed under clause 18.1 of the Guarantee and Debenture,

"Assets" means, in relation to the Company, all undertakings, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them

"Deed of Counter-indemnity" means the deed of counter-indemnity dated 20 May 2011 made between, amongst others, the Company and Reliance as amended, novated, supplemented, extended or restated from time to time

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

"Floating Charge Assets" means, in relation to the Company, those Assets

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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	<p>that are for the time being comprised in the floating charge created by clause 3.1 3 of the Guarantee and Debenture, but only insofar as concerns that floating charge.</p> <p>"Group" means the Agent and each company which is now or in the future a subsidiary undertaking of the Agent or of the Agent's parent undertaking (as defined by section 1159 of the Companies Act 2006).</p> <p>"Intellectual Property" means all patents (including supplementary protection certificates), utility models, trade marks (including service marks), domain names and rights in passing off, copyrights and rights in the nature of copyright, database rights, unregistered rights in designs, registered design rights and all other intellectual property rights and all extensions and renewals of and all applications for these rights in any part of the world</p> <p>"Intellectual Property Rights" means all and any of the Company's Intellectual Property and of the other rights, causes of action, interests and assets comprised in clause 3 1.2(i) of the Guarantee and Debenture</p> <p>"Land" includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)</p> <p>"Permitted Encumbrance" means</p> <ul style="list-style-type: none"> (a) a lien or right of set-off arising in the ordinary course of business solely by operation of law (or by an agreement to the same effect); (b) an Encumbrance which Reliance have at any time in writing agreed shall be a Permitted Encumbrance, (c) any Encumbrances arising solely as a result of a title retention clause in a supply agreement entered into by any member of the Group, or arising under conditional sale or finance lease, hire purchase agreements in respect of goods supplied to the Group in the ordinary course of business, (d) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances, (e) any Encumbrance over or affecting any asset acquired by a member of the Group after the date of this deed to the extent that <ul style="list-style-type: none"> (i) the Encumbrance was not created in contemplation of the acquisition of that asset by a member of the Group, and (ii) the principal amount secured had not been increased in contemplation of, or since the acquisition of that asset by a member of the Group; and

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- (iii) the Encumbrance is removed or discharged within one month of the date of acquisition of such asset;
- (f) any Encumbrance over or affecting any asset of any company which becomes a member of the Group after the date of this deed, where the Encumbrance is created prior to the date on which that company becomes a member of the Group to the extent that
 - (i) the Encumbrance was not created in contemplation of the acquisition of that company,
 - (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
 - (iii) the Encumbrance is removed or discharged within one month of that company becoming a member of the Group,
- (g) any title transfer or retention of title arrangement entered into by any member of the Group in the ordinary course of business,
- (h) pledges of goods, the related documents of title and/or other related documents arising or created in the ordinary course of business as security for indebtedness to a bank or financial institution directly relating to the goods or documents over which that pledge exists;
- (i) any Encumbrance over cash or other investments for back-to-back loans or structured financings or to meet any margin requirement in respect of derivative transactions,
- (j) any Encumbrance resulting from the rules and regulations of any clearing system or stock exchange over shares and/or other securities held in that clearing system or stock exchange, and
- (k) Encumbrances given by any member of the Group other than permitted in this definition does not exceed £50,000 (or its equivalent in any other currency or currencies)

"**Receivables**" means, in relation to the Company, all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 of the Guarantee and Debenture (as set out above)

"**Securities**" means, in relation to the Company, all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by the Company or person (other than that the Company) and all other investments (whether or not marketable) now or in the future owned by the Company (whether at law or in equity), including all interests in



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

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

COMPANY NO. 2044132
CHARGE NO. 26

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 20 MAY 2011 AND CREATED BY CODEMASTERS
SOFTWARE COMPANY LIMITED(THE) FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
RELIANCE BIG ENTERTAINMENT PVT LTD 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 2 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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