

000116/13.

MG01

Particulars of a mortgage or charge



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 Scott company. To do this, please use form MG01s.

WEDNESDAY



LVMZLG13

LD2

23/12/2009

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COMPANIES HOUSE

1

Company details

Company number

0 3 8 3 1 7 8 1

Company name in full

CASHCADE LIMITED (the "Company")

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

d1 d8 m1 m2 y2 y0 y0 y9

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 debenture dated 18 December 2009 made by the Company in favour of The Royal Bank of Scotland plc as security trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "**Security Trustee**" which expression shall include any person for the time being appointed as security trustee or as an additional security trustee for the purpose of, and in accordance with, the Facility Agreement) (the "**Debenture**").

4

Amount secured

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

Amount secured

All obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when the same become due and payable in accordance with the Finance Documents every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

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 The Royal Bank of Scotland plc as Security Trustee

Address 9th Floor, 280 Bishopsgate, London

Postcode E C 2 M 4 R B

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. Fixed Charges

1.1 The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture was a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property.

1.2 The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property.

1.3 The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts, subject only to the Existing Security.

1.4 The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property.

1.5 The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Company.

[CONTINUED ON CONTINUATION PAGES]

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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

1.6 The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments.

1.7 The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise).

1.8 The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which were otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture.

2. Assignments

The Company assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

2.1 the proceeds of any Insurance Policy and all Related Rights; and

2.2 the Specific Contracts.

3. Floating Charge

3.1 The Company with full title guarantee charged in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company, subject to the Existing Security.

3.2 The floating charge referred to in paragraph 3.1 above was deferred in point of priority to all fixed Security ("**Security**" being any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect) validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.

3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 was expressed to apply to the floating charge created pursuant to Clause 3.3 (Floating Charge) of the Debenture (described in this paragraph 3).

4. The Debenture contains covenants for further assurance and a negative pledge.

[CONTINUED ON CONTINUATION PAGES]

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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

5. Defined terms

Unless otherwise defined in this form MG01, capitalised terms used herein have the following meanings:

"Account" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"Agent" means The Royal Bank of Scotland plc as agent of the other Finance Parties under the Facility Agreement.

"Existing Security" means security granted pursuant to a rent deposit deed dated 29 September 2006 in relation to a specifically designated account and the sums of money deposited therein in connection with a lease of property.

"Facility Agreement" means the facility agreement dated 18 December 2009 made between Cashcade Limited as original borrower, the Company and Independent Technology Ventures Limited as original guarantors and The Royal Bank of Scotland plc as the arranger, the original lender, the Agent and the Security Trustee, as amended, varied, novated or supplemented from time to time.

"Finance Document" means the Facility Agreement, the Security Documents, any fee letter, any accession letter, any hedging document entered into with a hedge bank and any other document designated as a "Finance Document" by the Agent and the Company. For the purpose of this definition, **"Security Documents"** means each of: the Debenture, a debenture entered into by Herotech Limited in favour of the Security Trustee, a debenture entered into by Independent Technology Ventures Limited in favour of the Security Trustee, a stand-alone guarantee between PartyGaming Plc and the Security Trustee, each entered into on 18 December 2009, and any document required to be delivered to the Agent under paragraph 10 of Part II of Schedule 2 (Conditions Precedent) of the Facility Agreement, together with any other document entered into by the Company or any guarantor under the Facility Agreement creating or expressed to create any security over all or any part of its assets in respect of the obligations of the Company or any such Guarantor under any of the Finance Documents.

"Finance Party" means the Agent, the arranger, the Security Trustee or a lender (other than in its capacity as a hedge bank) under the Facility Agreement.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, domain names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, including but not limited to the Material Intellectual Property and the benefit of all applications and rights to use such assets and all Related Rights.

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest.

"Investments" means: (a) any stocks, shares, debentures, securities and certificates of deposit; (b) all interests in collective investment schemes; and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b), in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

[CONTINUED ON CONTINUATION PAGE]

MG01 - continuation page

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	<p>"Material Intellectual Property" means those intellectual property rights the details of which are set out below and the benefit of all applications and rights to use such assets and all Related Rights:</p> <p>(a) Registered Trade Marks And Applications Therefor (Territory/Description/Class No./Registration or Application No./Date of Registration or Application)</p> <p>UK/Getminted.com (word and logo)/41/2225536/26 Jan 01 (granted), 13 Mar 00 (effective); UK/Cashcade (logo)/38, 41/2225554/2 Feb 01 (granted), 13 Mar 00 (effective); EC/Cashcade (word)/9, 16, 35, 38, 41, 42/5475538/15 Dec 08 (granted), 16 Nov 06 (effective); EC/Getminted (word)/9, 41, 42 5475785/12 Nov 07 (granted), 16 Nov 06 (effective); EC/Getminted (logo)/9, 41, 42/5475901/26 Nov 07 (granted), 16 Nov 06 (effective); EC/Foxybingo (word)/9, 41, 42/5475652/26 Nov 07 (granted), 16 Nov 06 (effective); EC/Foxybingo (logo)/9, 41, 42/5475702/19 Nov 07 (granted), 16 Nov 06 (effective); UK/Bingo Scotland (word)/42/2480616 9 Jan 09 (granted), 23 Feb 08 (effective); UK/Bingo Scotland (logo)/42/2480614 9 Jan 09 (granted), 23 Feb 08 (effective); UK/Think Bingo (word)/42/2480613/6 Feb 09 (granted), 23 Feb 08 (effective); UK/Think Bingo (logo) (pending)/41, 42/2480611/23 Feb 08 (filed); EC/Cheeky Bingo (word) (pending)/41/7547029/23 Jan 09 (filed); and EC/Cheeky Bingo (logo) (pending)/41/7547094/23 Jan 09 (filed); and</p> <p>(b) Domain Names:</p> <p>bingo-scotland.com; bingoscotland.com; cheekybingo.com; fivebingo.com; foxybingo.co.uk; foxybingo.com; foxybingo.tv; foxycasino.com; foxyflutter.com; foxyzero.co.uk; foxyzero.com; gamesextra.co.uk; gamesextra2.co.uk; littlebigbingo.co.uk; littlebigbingo.com; onlinebingo.net; thinkjackpots.com; gamesextra2.com; gamesextraclub.co.uk; getminted.co.uk; getminted.com; getmintedbingo.co.uk; getmintedbingo.com; getmintedcasino.co.uk; getmintedcasino.com; and kissmybingo.com.</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).</p> <p>"Real Property" means: (a) any freehold, leasehold or immovable property; and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property; and includes all Related Rights.</p> <p>"Related Rights" means, in relation to any asset: (a) the proceeds of sale of any part of that asset; (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and (d) any monies and proceeds paid or payable in respect of that asset.</p> <p>"Secured Parties" means the Security Trustee, any receiver or delegate, the Agent, and each lender from time to time party to the Facility Agreement.</p> <p>"Shares" means all of the shares in the capital of: (a) Herotech Limited, a company incorporated in England and Wales with company number 04317632 and whose registered office is at 6-10 Valentine Place, London, SE1 8QH; and (b) Independent Technology Ventures Limited, a company incorporated in the British Virgin Islands with company number 600966, and whose registered office is at Geneva Place, Road Town, Tortola, British Virgin Islands, held by, to the order or on behalf of the Company at any time.</p> <p>"Specific Contracts" means the £35,000,000 loan advanced by the Company to iGlobalMedia Marketing (UK) Limited pursuant to a loan agreement to be entered into on or about the date of the Debenture, and any other contract determined as such by the Security Trustee in consultation with the Company.</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.</p>	

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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

None.

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 *Clifford Chance*

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 N Spurrell/70-40461607

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3831781
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18
DECEMBER 2009 AND CREATED BY CASHCADE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ROYAL BANK OF SCOTLAND PLC AS SECURITY
TRUSTEE FOR THE SECURED PARTIES UNDER THE TERMS OF
THE FINANCE DOCUMENTS WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 23
DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES