



Registration of a Charge

Company Name: **DMWSL 633 LIMITED**

Company Number: **07176544**



Received for filing in Electronic Format on the: **28/05/2021**

XA5FFEBM

Details of Charge

Date of creation: **20/05/2021**

Charge code: **0717 6544 0005**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **PLEASE REFER TO SCHEDULE 2 (INTELLECTUAL PROPERTY) OF THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALEXANDER CHARLES TAYLOR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7176544

Charge code: 0717 6544 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th May 2021 and created by DMWSL 633 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2021 .

Given at Companies House, Cardiff on 1st June 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DEBENTURE

dated

20 May 2021

by

INSPIRED ENTERTAINMENT, INC.
(as Company)

and

THE ENTITIES LISTED IN SCHEDULE 1
(as Chargors)

and

GLAS TRUST CORPORATION LIMITED
(as Security Agent)

**Baker
McKenzie.**

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
www.bakermckenzie.com

CLAUSE	CONTENTS	PAGE
1.	Interpretation.....	4
2.	Covenant to Pay	11
3.	Charging Provisions.....	11
4.	Further Assurance	16
5.	Negative Pledge	17
6.	Protection of Security	17
7.	Undertakings	21
8.	Security Agent's Power to Remedy	23
9.	Continuing Security	23
10.	Enforcement of Security	24
11.	Receivers or Administrator	25
12.	Application of Proceeds	27
13.	Protection of Security Agent and Receiver.....	28
14.	Power of Attorney.....	30
15.	Protection for Third Parties.....	30
16.	Incorporation of terms.....	31
17.	Preservation, Reinstatement and Release	31
18.	Ruling Off	34
19.	Redemption of Prior Charges.....	35
20.	Changes to Parties	35
21.	Notices	35
22.	Miscellaneous	36
23.	Governing Law and Jurisdiction.....	37
	Schedule 1 The Chargors	38
	Schedule 2 Intellectual Property	39
	Part 1 Registered Patents and Applications therefor.....	39
	Part 2 Registered Designs and Applications therefor	40
	Part 3 Registered Trade and Service Marks and Applications therefor	47
	Part 4 Domain Names	74
	Schedule 3 Certain Agreements	76
	Part 1 Acquisition Documents	76
	Part 2 Hedging Agreements	76
	Part 3 Intercompany Receivables.....	76

Schedule 4 Shares	77
Schedule 5 Bank Accounts	79
Schedule 6 Insurance Policies.....	84
Schedule 7 Forms of Notices	87
Part 1 Form of Counterparty Notice	87
Part 2 Form of Account Notice	89
Part 3 Form of Insurance Notice	92
Schedule 8 Form of Security Accession Deed.....	94

THIS DEBENTURE is dated 20 May 2021

BETWEEN:

- (1) **INSPIRED ENTERTAINMENT, INC.**, a Delaware corporation located at 250 West 57th Street, Suite 415, New York, New York 10107, United States of America with file number 5542653 (the "**Company**");
- (2) **THE ENTITIES LISTED IN SCHEDULE 1** (together with the Company, the "**Chargors**"); and
- (3) **GLAS TRUST CORPORATION LIMITED**, a company incorporated under the laws of England and Wales and with registration number 07927175 with its registered office at 45 Ludgate Hill, London, EC4M 7JU as security agent for itself and as trustee for the other Secured Parties (the "**Security Agent**").

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Debenture:

"Account Notice" means a notice substantially in the form set out in Part 2 of Schedule 7 (*Forms of Notices*);

"Acquisition Documents" means each document listed in Part 1 of Schedule 3 (*Certain Agreements*);

"Assigned Agreements" means the Acquisition Documents and any agreement designated as an Assigned Agreement by the Company and the Security Agent together with all Related Rights and any agreement specified as such in any Security Accession Deed;

"Bank Accounts" means each of the accounts listed in Schedule 5 (*Bank Accounts*) and any other accounts opened or maintained by the Chargors with any bank, building society, financial institution or any person (including any renewal, re-designation, or replacement of such accounts) together with the debt or debts represented thereby now or in the future;

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in the State of New York or London;

"Charged Property" means all the assets, rights, title, interests, benefits and undertakings of the Chargors which from time to time are subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture and any Security Accession Deed;

"Chargor" means each of the Chargors (the details of which are set out in Schedule 1 (*The Chargors*)) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law;

"Company Charged Accounts" means each of the accounts opened or maintained by the Company in England and Wales with any bank, building society, financial institution or any person (including any renewal, re-designation, or replacement of such accounts) together with the debt or debts represented thereby now or in the future;

"Company Charged Shares" means the shares in DMWSL 633 Limited specified in Schedule 4 (*Shares*) and any other shares in DMWSL 633 Limited from time to time owned by the Company or held by any nominee on its behalf;

"Counterparty Notice" means a notice substantially in the form set out in Part 1 of Schedule 7 (*Forms of Notices*);

"Credit Facility" has the meaning given in the Intercreditor Agreement;

"Debt Document" has the meaning given in the Intercreditor Agreement;

"Declared Default" has the meaning given in the Intercreditor Agreement;

"Default Rate" means the rate at which interest is payable under clause 15.4 (*Default Interest*) of the Credit Facility;

"Equipment" means all plant, machinery, computers, office and other equipment, furnishings and vehicles and other chattels owned now or in the future together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto;

"Event of Default" has the meaning given to that term in the Intercreditor Agreement;

"Finance Documents" has the meaning given to the term Secured Debt Documents in the Intercreditor Agreement;

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 3.1 (*Specific Security*) and Clause 3.2 (*Security Assignment*) of this Debenture or pursuant to a Security Accession Deed;

"Group" has the meaning given to that term in the Senior Facility Agreement;

"Hedging Agreement" means the hedging agreements specified in Part 2 of Schedule 3 (*Certain Agreements*), any Hedging Agreement as defined in the Intercreditor Agreement and any hedging agreement entered into by any Chargor together with all Related Rights;

"Insurance Notice" means a notice substantially in the form set out in Part 3 of Schedule 7 (*Forms of Notices*);

"Insurance Policies" means each of the policies of insurance listed in Schedule 6 (*Insurance Policies*) and any other policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, any Chargor or in which any

Chargor is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance and all Related Rights;

"Intellectual Property" means the intellectual property specified in Schedule 2 (*Intellectual Property*) and any other any patents, trademarks, service marks, designs, business and trade names, copyrights (and any applications for registration of any of the same), database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist) and the benefit of all applications and rights to use such assets which may now or in the future subsist;

"Intercompany Receivables" means the Proceeds Loan, the receivables specified in Part 3 of Schedule 3 (*Certain Agreements*) any other receivables owed to any Chargor by any other member of the Group and any proceeds of such debts and claims now or in the future;

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date hereof and entered into by, *inter alia*, Inspired Entertainment, Inc. as the Company, Global Loan Agency Services Limited acting as RCF Agent and GLAS Trust Corporation Limited acting as Security Agent and others;

"Material Subsidiary" has the meaning given to that term in the Senior Facility Agreement and any substantially equivalent term to "Material Subsidiary" (under and as defined in the Senior Facility Agreement) in any Finance Document;

"Obligors" has the meaning given to that term in the Senior Facility Agreement and any substantially equivalent term to "Obligor" (under and as defined in the Senior Facility Agreement) in any other Finance Document and **"Obligor"** shall refer to any one of them;

"Other Debts" means all book debts, other debts, monetary claims and any other receivables (other than Trade Receivables and the Intercompany Receivables) owing to any Chargor and any proceeds of such debts and claims including for the avoidance of doubt, all book debts, other debts and monetary claims;

"Parties" means each of the parties to this Debenture from time to time;

"Proceeds Loan" means the loan made available by the Senior Secured Notes Issuer to Gaming Acquisitions Limited pursuant to the proceeds loan agreement dated on or around the date of this Deed;

"Receiver" means a receiver and manager or any other receiver or (if the Security Agent so specifies in the relevant appointment) administrative receiver in each case appointed under this Debenture;

"Related Rights" means:

- (a) all dividends, distributions and other income paid or payable on a Share, together with all shares or other property derived from any Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing,

offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

(b) in relation to any other Charged Property:

- (i) the proceeds of sale, transfer or other disposition of any part of that asset;
- (ii) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (iii) all rights, process, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantee, indemnities or covenants for title in respect of or derived from that asset;
- (iv) any income, moneys and proceeds paid or payable in respect of that asset; and/or
- (v) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset.

"Secured Obligations" has the meaning given to that term in the Intercreditor Agreement but excludes any obligation or liability which, if it were so included, would result in this Debenture contravening any applicable law (including, without limitation, sections 678 and 679 of the Companies Act 2006);

"Secured Parties" has the meaning given to that term in 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 Accession Deed" means a deed executed by an Obligor substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require;

"Senior Facility Agreement" means the super senior revolving credit facility dated on or about the date hereof as may be amended or amended and restated from time to time and made between, among others, the Company, the institutions from time to time party thereto as lenders, the Agent and the Security Agent;

"Shares" means the shares specified in Schedule 4 (*Shares*) and all shares owned by a Chargor now or in the future in any other member of the Group;

"Trade Receivables" means all book and other debts arising in the ordinary course of trading and any proceeds of such debts or claims and any book and other debts listed as such in any Security Accession Deed; and

"Voting Event" means in relation to any Shares, the service of a notice by the Security Agent (acting on the instructions of the Instructing Group) (either specifying those Shares or generally in relation to all or a designated class of Shares) on any Chargor on or following the occurrence of a Declared Default which is continuing, specifying that

control over the voting rights attaching to the Shares specified in that notice are to pass to the Security Agent.

1.2 Construction

In this Debenture, unless a contrary intention appears, a reference to:

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly;
- (c) **"assets"** includes present and future properties, revenues and rights of every description;
- (d) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- (e) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (f) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing; and
- (g) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Other References

- (a) In this Debenture, unless a contrary intention appears, a reference to:
 - (i) any Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Finance Documents;
 - (ii) any Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, supplemented, extended, restated or replaced (in each case, however fundamentally) including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Debt Document;

- (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules;
 - (iv) a provision of law is a reference to that provision as amended or re-enacted; and
 - (v) if any cross-reference to another document becomes incorrect because that document has been amended or renumbered, this Debenture shall be construed so as to refer to the same provision as amended or renumbered.
- (b) To the extent that any right of the Security Agent pursuant to this Debenture requires that a Declared Default be continuing, the Security Agent is entitled to assume that any Declared Default is continuing (provided that a Declared Default has occurred, which it shall not be entitled to assume) unless it has been notified in writing in accordance with Clause 21 (*Notices*) that such Declared Default is no longer continuing.
 - (c) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
 - (d) Words importing the plural shall include the singular and vice versa.

1.4 **Incorporation by reference**

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Debenture.

1.5 **Conflicts**

- (a) Notwithstanding anything in this Debenture to the contrary, the Security granted to the Security Agent under this Debenture and the exercise of any rights and remedies of the Security Agent under this Debenture are subject to the provisions of the Intercreditor Agreement. In the event of any inconsistency or conflict between the terms of this Debenture and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail, unless that would cause the invalidity or the unenforceability of the Security granted hereunder or the failure of such Security to be perfected under English law, in which case the Debenture shall prevail over the Intercreditor Agreement.
- (b) No act or failure to act by a Chargor which is not prohibited to be done under the Debt Documents shall (unless a Declared Default has occurred and is continuing) be deemed to constitute a breach of any term of this Debenture.

1.6 **Miscellaneous**

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this

Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (b) Notwithstanding any other provision solely of this Debenture, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event which by itself causes any floating charge created by this Debenture to crystallise or cause restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.
- (c) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture and no rights or benefits expressly or impliedly conferred by this Debenture shall be enforceable under that Act against the Parties by any other person.
- (d) Notwithstanding any term of any Finance Document, the consent of any person who is not a party is not required to vary, rescind or terminate this Debenture at any time.
- (e) Any Receiver may, subject to Clause 1.6(c) and Clause 1.6(d) and the Contracts (Rights of Third Parties) Act 1999, rely on any Clause of this Debenture which expressly confers rights on it.
- (f) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this Debenture or any other Finance Document.
- (g) The parties hereto intend that this document shall take effect as a deed notwithstanding that the Security Agent may only execute this document under hand.
- (h) All security made with "full title guarantee" is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (i) Unless the context otherwise requires, a reference to Charged Property includes any part of that Charged Property, any proceeds of that Charged Property and any present and future asset of that type.
- (j) Should any provision of this Debenture become void, invalid or unenforceable by reason of legislation enacted pursuant to the Corporate Insolvency and Governance Bill, this Debenture shall be construed so as to be subject to that legislation but only in so far as it would make this Debenture void, invalid or unenforceable.

1.7 Security Accession Deeds

This Debenture and each Security Accession Deed (if any) shall be read together and construed as one instrument so that all references in this Debenture to "this Debenture" shall be deemed to include, where the context so permits, each Security Accession Deed which has from time to time been entered into by an additional Chargor and all

references in this Debenture to any "Security created by this Debenture" or "Security created pursuant to this Debenture" shall be deemed to include any Security created by or pursuant to each such Security Accession Deed, and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by this Debenture shall extend and apply to the Security created by each such Security Accession Deed.

1.8 Trust

- (a) All Security and dispositions made or created, and all obligations and undertakings contained, in this Debenture, in favour of or for the benefit of the Security Agent are given in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms set out in the Intercreditor Agreement.
- (b) The Security Agent holds the benefit of this Debenture on trust for the Secured Parties.

2. COVENANT TO PAY

- (a) Each Chargor as primary obligor and not only as a surety, covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay to the Security Agent and discharge the Secured Obligations in the manner provided for in the Finance Documents when they fall due for payment pursuant to and in accordance with the Finance Documents.
- (b) Any amount which is not paid under this Debenture when due shall bear interest at the Default Rate (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full, such interest to accrue on a daily basis.

3. CHARGING PROVISIONS

3.1 Specific Security

- (a) Subject to Clause 3.5 (*Property Restricting Charging*) each Chargor (other than the Company), as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent for the benefit of the Secured Parties with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has a right, title or interest including all Related Rights by way of first fixed charge:
 - (i) all of its rights, title and interest in its Intellectual Property and all Related Rights;
 - (ii) all of its rights, title and interest in its Equipment and all Related Rights;
 - (iii) all of its Shares and all corresponding Related Rights;
 - (iv) all of its Trade Receivables and all rights and claims against third parties and against any security in respect of those Trade Receivables and, in each case, all Related Rights;

- (v) all of its Other Debts and all rights and claims against third parties against any security in respect of those Other Debts and all Related Rights;
 - (vi) all of its Bank Accounts, all monies standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts and all Related Rights in relation to each of those assets;
 - (vii) all of its rights, title and interest in the Hedging Agreements and all Related Rights;
 - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets and all Related Rights in relation to each of those assets;
 - (ix) its goodwill and uncalled capital and all Related Rights in relation to each Chargor; and
 - (x) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies, the Intercompany Receivables, the Other Debts and the Assigned Agreements and all Related Rights.
- (b) Subject to Clause 3.5 (*Property Restricting Charging*) the Company, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent for the benefit of the Secured Parties with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has a right, title or interest including all Related Rights by way of first fixed charge:
- (i) the Company Charged Shares and all corresponding Related Rights;
 - (ii) the Company Charged Accounts and all monies standing to the credit of the Company Charged Accounts and all of its rights, title and interest in relation to those accounts and all Related Rights in relation to each of those assets; and
 - (iii) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and claims under), the Intercompany Receivables and all Related Rights.

3.2 Security Assignment

Subject to Clause 3.5 (*Property Restricting Charging*) as further continuing security for the payment of the Secured Obligations, each Chargor (including the Company, but only in respect of the Intercompany Receivables and all Related Rights in relation thereto only) assigns absolutely with full title guarantee to the Security Agent for the benefit of the Secured Parties all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables, Insurance Policies, Assigned

Agreements and the Other Debts including, in each case, all Related Rights in relation to those assets, rights, titles and interests, subject in each case to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

3.3 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each Chargor (other than the Company) charges with full title guarantee in favour of the Security Agent for the benefit of the Secured Parties by way of first floating charge all its present and future assets, undertakings and rights.
- (b) The floating charge created pursuant to paragraph (a) of Clause 3.3 (*Floating Charge*) above shall be deferred in point of priority to all Fixed Security validly and effectively created by each Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture and the Security Agent may at any time after an Declared Default appoint an administrator of a Chargor pursuant to that paragraph.
- (d) The floating charge created by any Chargor pursuant to this Clause 3.3 (*Floating Charge*) (or any Security Accession Deed) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.

3.4 Conversion of Floating Charge

- (a) The Security Agent may, by prior written notice to the Company, convert the floating charge created under this Debenture or pursuant to a Security Accession Deed into a fixed charge with immediate effect as regards those assets specified in the notice, if:
 - (i) a Declared Default has occurred and is continuing;
 - (ii) the Security Agent (acting reasonably) is of the view that any material asset charged under the floating charge created under this Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy provided that any notice delivered in accordance with this paragraph (a) shall specify such material asset(s) (either generally or specifically); or
 - (iii) the Security Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Debenture.
- (b) The floating charge created under this Debenture or pursuant to a Security Accession Deed will (in addition to the circumstances in which the same will occur under general law) automatically (without notice) and immediately be converted into a fixed charge over all the assets of the relevant Chargor which are subject to the floating charge created under this Debenture, if:

- (i) the members of any Chargor take any steps to convene a meeting for the purposes of considering, or pass, any resolution for its winding-up, dissolution, or any compromise, assignment or arrangement with any creditor;
 - (ii) any Chargor takes any step to create, or purports to create, Security (except as permitted by the Finance Documents or with the prior consent of the Security Agent) on or over any of the Charged Property;
 - (iii) any Chargor takes any step to dispose of any of the Charged Property (except as permitted by the Finance Documents or with the prior consent of the Security Agent);
 - (iv) any steps are taken to appoint a Receiver of all or any of the Charged Property or a Receiver is appointed over all or any of the Charged Property;
 - (v) any steps are taken to pass a resolution or a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor;
 - (vi) any steps are taken to convene a meeting or a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor;
 - (vii) any steps are taken to present a petition or a petition is presented for the compulsory winding-up of any Chargor;
 - (viii) any steps are taken with a view to levying distress, seizing, charging, taking possession or control of, disposing of, attachment, execution or other legal process against any material asset including the Charged Property;
 - (ix) any steps are taken by any person to appoint a provisional liquidator in relation to any Chargor;
 - (x) any steps are taken by any person to appoint an administrator or to obtain an administration order in relation to any Chargor;
 - (xi) if any other floating charge created by the relevant Chargor crystallises for any reason;
 - (xii) if any analogous procedure or step is started or taken in any jurisdiction in relation to any Chargor; or
 - (xiii) in any other circumstances prescribed by law.
- (c) Paragraph (b) above shall not apply to:
- (i) any proceedings which are frivolous or vexatious which are commenced by a person other than a Chargor or other member of the Group and which, if capable of remedy, are discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised; or

- (ii) in the case of an application to appoint an administrator or liquidator to a Chargor which is the owner of, or to appoint a Receiver over, or appropriate, any Charged Property, if the Security Agent has reasonable grounds to believe (acting on the instructions of the Instructing Group (such term having the meaning given to it in the Intercreditor Agreement) or in the absence of any such instructions, and subject to the indemnifications, exculpations, exclusions of liability and other protections afforded to it in the Intercreditor Agreement, as the Security Agent sees fit) that such application or other step will be withdrawn before it is heard or that it will be unsuccessful,

However, paragraph (b) shall not be affected by the preceding provisions of this paragraph (c) if the proceedings result in the exercise of any self-help remedy (including, without limitation, any set-off, netting or combination of accounts), appointment of an administrator, Receiver, liquidator, bankruptcy trustee or similar officer in any other jurisdiction to any Chargor or to any or all of the Charged Property in any jurisdiction and the conversion from a floating charge into a fixed charge referred to in paragraph (b) shall occur immediately prior to any such appointment.

- (d) Upon the conversion of any floating charge pursuant to this Clause 3.4 (*Conversion of Floating Charge*), any Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require.

3.5 **Property Restricting Charging**

- (a) Subject to paragraphs (b) to (d) below, there shall be excluded from the Security created under Clause 3.1 (*Specific Security*) or Clause 3.2 (*Security Assignment*), but in each case, only to the extent that such restriction is limited solely to the assets that are the express subject of such contract, lease, license or third-party arrangement and not to the other assets of the Chargors:
 - (i) any asset that is subject to any contract, lease, licence, instrument or other third party arrangement which has been entered into as expressly permitted under the Finance Documents and binding on such asset, which prohibits the Chargor from creating Security on such asset (including any asset or undertaking which any Chargor is precluded from creating Security over without the prior consent of a third party); and
 - (ii) any asset or undertaking which, if subject to any Security, would result in the termination of any contract, lease, licence, instrument or other third party arrangement expressly permitted under the Finance Documents and binding on such asset,

in each case the relevant Chargor undertakes to use all reasonable endeavours to overcome such obstacle or to obtain the relevant consent or waiver or to remove such prohibition or condition which affects the charging of such asset or undertaking as specified in paragraphs (i) and (ii) above, as soon as reasonably practicable after the date of this Debenture (or, as applicable, the

creation of the relevant prohibition or condition to the extent arising after the date of this Debenture unless such Chargor has already used its commercially reasonable endeavours at the time of negotiation of the relevant contract, licence, lease, instrument or other arrangement to avoid the inclusion of the relevant prohibition or condition or otherwise to limit its scope), provided that if the relevant Chargor has used all reasonable endeavours to obtain such consent or waiver for a period of not less than 20 Business Days following the relevant application for consent or waiver under this paragraph (a) then the relevant Chargor shall no longer be required to use all reasonable endeavours to obtain such consent or waiver, and provided further that (and prior to the occurrence of a Declared Default which is continuing only) no such endeavour, act or omission, shall be required if the Company reasonably determines that such endeavour, act or omission, would involve placing any material commercial relationship with the relevant third party in jeopardy.

- (b) Immediately upon satisfaction of the relevant condition or upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall:

- (i) stand charged to the Security Agent under Clause 3.1 (*Specific Security*); or
- (ii) be assigned to the Security Agent under Clause 3.2 (*Security Assignment*),

as applicable, and be subject to Clause 4 (*Further Assurance*).

- (c) Subject to paragraph (e) below, this Clause 3.5 (*Property Restricting Charging*) shall not apply so as to exclude from the Security created under Clause 3.1 (*Specific Security*) or Clause 3.2 (*Security Assignment*), the Shares, the Company Charged Shares, the Bank Accounts and Company Charged Accounts (and all monies standing to the credit of the Bank Accounts and the Company Charged Accounts and all rights, title and interests therein), the Intercompany Receivables and the Assigned Agreements and, in each case, all Related Rights.
- (d) For the avoidance of doubt, this Clause 3.5 (*Property Restricting Charging*) does not and shall not be deemed to operate as a release of any Security granted under this Debenture (and as a consequence), if the provisions of paragraph (a) above would only apply after the relevant charge or assignment (the "**Relevant Security**") would otherwise be created (as a result of any transaction or event, subsequently entered into or occurring) then this Clause 3.5 (*Property Restricting Charging*) shall not apply to create any exclusion from the Relevant Security.

4. FURTHER ASSURANCE

- (a) The covenants set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause (c) to (d) below.

- (b) Subject to the Agreed Security Principles, each Chargor shall at its own expense promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions, the payment of any stamp duties or fees, serving notices, making filings, registrations and applications for relief against forfeiture) as the Security Agent or a Receiver may specify in writing (and in such form as the Security Agent or a Receiver (as the case may be) may require in favour of the Security Agent or its nominee(s)):

 - (i) to give effect to the requirements of this Debenture;
 - (ii) to create, protect, preserve, enforce and/or perfect the Security created or intended to be created under or evidenced by this Debenture (which may include the execution or re-execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security created, intended to be created or evidenced by this Debenture) and the giving of any notice, order or direction and the making of any filing or registration, or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to the Finance Documents or by law; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Debenture.

- (c) Subject to the Agreed Security Principles, each Chargor shall take all such action reasonably requested of it by the Security Agent (including making all filings and registrations) as may be necessary for the purpose of the creation, protection, preservation, enforcement and/or perfection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Debenture.
- (d) In relation to any provision of this Debenture which requires a Chargor to deliver any document for the purposes of granting any guarantee or Security for the benefit of the Security Agent or any other Secured Party, the Security Agent agrees to execute as soon as reasonably practicable any such agreed form document which is presented to it for execution.

5. NEGATIVE PLEDGE

No Chargor shall create or permit to subsist any Security on or over the whole or any part of the Charged Property (present or future) or dispose or otherwise deal with any part of the Charged Property except as permitted by the Finance Documents or with the prior written consent of the Security Agent.

6. PROTECTION OF SECURITY

For the avoidance of doubt, the covenants and undertakings set out in this Clause 6 (*Protection of Security*) apply only to the Charged Property located in England and Wales, unless a Declared Default has occurred and is continuing, at which point the

whole of this Clause 6 (*Protection of Security*) shall apply to all of the Charged Property wherever located.

6.1 Title Documents

- (a) Each Chargor will promptly following the date of the execution of this Debenture or, in the case of any Chargor which becomes a Chargor pursuant to a Security Accession Deed, the date of execution of such Security, (or, in each case, if later, promptly following the date of acquisition of the relevant Charged Property) deposit with the Security Agent (or as it shall direct):
 - (i) all stock and share certificates and other documents of title relating to the Shares together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been discharged in full, the Security Agent shall be entitled, at any time following the occurrence of a Declared Default that is continuing to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select; and
 - (ii) following a Declared Default that is continuing, immediately following the request by the Security Agent, deposit with the Security Agent (or as it shall direct) all other documents relating to the Charged Property which the Security Agent may from time to time require.
- (b) The Security Agent may retain any document delivered to it under this Clause 6.1 (*Title Documents*) or otherwise until the security created under this Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice and at the reasonable cost (if any) of the Secured Parties to the extent such requirement is expressly the fault of the Security Agent.
- (c) Any document required to be delivered to the Security Agent under Clause 6.1(a) which is for any reason not so delivered or which is released by the Security Agent to the relevant Chargor shall be held on trust by the relevant Chargor for the Security Agent.
- (d) Notwithstanding paragraph (a) above, the Parties acknowledge and agree that if at the time of an acquisition by a Chargor (an "**Acquiring Chargor**") of Shares in a company (an "**Acquired Company**"), the Chargor is not able to be reflected in the register of members (or equivalent) of the Acquired Company because the stock transfer form has been provided to HMRC for stamping or adjudication in relation to stamp taxes, the Acquiring Chargor will, promptly (and in any event no later than 20 Business Days) following receipt of that form back from HMRC, deposit the stock transfer form with the Security Agent in accordance with paragraph (a) above.

6.2 Bank Accounts

- (a) Subject to (c) below, each Chargor shall, where a Bank Account is not maintained with the Security Agent, serve an Account Notice on the bank with whom the Bank Account is maintained within 10 Business Days of the date of this Debenture or any relevant Security Accession Deed (or, if later, within 10 Business Days following the opening of a new Bank Account) and use all reasonable endeavours to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Account Notice within 15 Business Days of such service, *provided that*, if the relevant Chargor has used its all reasonable endeavours and has still not been able to obtain such acknowledgment from the account bank any obligation to obtain an acknowledgment shall cease 15 Business Days following the date of service of the relevant Account Notice.
- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Bank Accounts, unless and until a Declared Default has occurred and is continuing.
- (c) If the service of an Account Notice pursuant to Clause 6.2(a) would prevent a Chargor from using a Bank Account in the course of its business, no Account Notice will be served until the occurrence of a Declared Default which is continuing.

6.3 Intercompany Receivables and Insurance Policies

- (a) Subject to (d) below, each Chargor shall, within 5 Business Days following execution of this Debenture or any relevant Security Accession Deed (or in respect of any Intercompany Receivables or the Insurance Policies entered into after the date of this Debenture or the relevant Security Accession Deed, within 5 Business Days following the date of incurrence by the debtor of the Intercompany Receivable or underlying agreement evidencing the Intercompany Receivable or entry into the Insurance Policy) serve notice to the other party to each Intercompany Receivable in accordance with Part 1 of Schedule 7 (*Form of Counterparty Notice*) and Insurance Policy in accordance with Part 3 of Schedule 7 (*Form of Insurance Notice*) that it has assigned or charged its right under the relevant agreement to the Security Agent under this Debenture or, if applicable, under any Security Accession Deed. Such notice will be a Counterparty Notice.
- (b) Each relevant Chargor shall use all commercially reasonable endeavours to obtain an acknowledgment to that notice within 15 Business Days of service of such notice, *provided that*, if the relevant Chargor has used all commercially reasonable endeavours and has still not been able to obtain such acknowledgment from the relevant counterparty any obligation to obtain an acknowledgment shall cease:
 - (i) in the case of an Insurance Notice, 15 Business Days following the date of service of the relevant Insurance Notice; and

- (ii) in the case of a Counterparty Notice, 30 Business Days after the date of service of that Counterparty Notice.
- (c) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice or the Insurance Notice (as applicable), unless and until a Declared Default has occurred and is continuing.
- (d) If the service of a Counterparty Notice (other than in respect of Intercompany Receivables) or Insurance Notice pursuant to Clause 6.3(a) would prevent a Chargor from dealing with receivables or insurance policies in the course of its business, no Counterparty Notice or Insurance Notice will be served until the occurrence of a Declared Default which is continuing.

6.4 Trade Receivables, Hedging Agreements, Assigned Agreements and Other Debt

- (a) In relation to any Trade Receivable, Hedging Agreement, Assigned Agreement (other than the Acquisition Documents) or Other Debt, promptly upon written request by the Security Agent (which may only be given after the occurrence of a Declared Default which is continuing), each Chargor shall duly execute and deliver to the other parties to such agreement (or procure delivery of) a Counterparty Notice.
- (b) In relation to the Acquisition Documents, each Chargor shall duly execute and deliver to the counterparties to the Acquisition Documents (or procure delivery of) a Counterparty Notice promptly following the date of this Debenture and shall (or procure that the member of the Group entity will) use all reasonable endeavours to obtain an acknowledgment to that notice on or prior to the date of this Debenture, *provided that*, if the relevant Chargor (or member of the Group) has used all reasonable endeavours and has still not been able to obtain such acknowledgment from the relevant counterparty any obligation to obtain an acknowledgment shall cease 15 Business Days following the date of this Debenture.

6.5 Notice to a Chargor

This Debenture constitutes notice in writing to each member of the Group of any charge or assignment of any obligation owed by that Chargor to any relevant member of the Group and contained in any Security Document and any such notice is deemed acknowledged.

6.6 Intellectual Property

Each Chargor shall:

- (a) promptly following the execution hereof, deliver to the Security Agent all such documents (each in form and substance satisfactory to the Security Agent) and otherwise do all acts and things as the Security Agent may require to enable it to record its interest in the material Intellectual Property belonging to that Chargor as at the date hereof in any registers in which that material Intellectual Property is recorded provided that such registration is required under the

relevant local law to create a valid and enforceable security interest which is effective against all third parties; and

- (b) promptly following its acquisition of any further material Intellectual Property, furnish details thereof to the Security Agent and thereafter deliver to the Security Agent all such documents (each in form and substance satisfactory to the Security Agent) and otherwise do all acts and things as the Security Agent may require to enable it to record its interest in that material Intellectual Property in any registers in which it is recorded.

6.7 Rights of Chargors

Notwithstanding anything to the contrary set out in this Debenture, until the occurrence of a Declared Default that is continuing:

- (a) each Chargor shall continue to have the sole right (i) to deal with any Charged Property in the ordinary course of trading and all contractual counterparties in respect thereof, and (ii) to amend, waive or terminate (or allow to lapse) any rights, benefits and/or obligations in respect of such Charged Property, in each case without reference to any Secured Party, unless otherwise prohibited by the terms of the Finance Documents; and
- (b) each Chargor shall continue to operate and transact business in relation to the Bank Accounts and Assigned Agreements, including making withdrawals from and effecting closures of the Bank Accounts, other than to the extent agreed to be restricted pursuant to the Account Notice, the Counterparty Notice and as set out in the Finance Documents.

7. UNDERTAKINGS

7.1 Voting and Distribution Rights

- (a) Prior to the occurrence of a Voting Event:
 - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares; and
 - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares in a manner permitted by the Finance Documents;

provided that any exercise of rights does not materially adversely affect the validity or enforceability of security over shares or cause an Event of Default to occur.

- (b) Subject to Clause 7.1(c) below, upon and at any time after the occurrence of a Voting Event:
 - (i) the Security Agent, any Receiver or any Delegate may, without any obligation to do so:

- (A) exercise (or refrain from exercising) any voting rights, powers and other rights in respect of any of the Shares as it sees fit and without any further consent or authority on the part of any Chargor; and
 - (B) if not already so transferred, transfer any of the Shares into the name of the Security Agent or its Delegate; and
- (ii) each Chargor:
 - (A) shall comply with, or procure compliance with, any notification, direction or requirement of the Security Agent any Receiver or any Delegate;
 - (B) irrevocably appoints the Security Agent (or any Receiver or any Delegate) as its proxy to exercise all voting rights, powers, and other rights in respect of the Shares with effect from the occurrence of that Voting Event to the extent that those Shares remain registered in its name; and
 - (C) shall execute and deliver to the Security Agent, or to the Receiver or any Delegate who made the notification, such forms of proxy, transfers and other documents as that person may require to ensure such compliance.
- (c) The Security Agent may, in its absolute discretion and without any consent or authority from any Chargor, at any time, by notice to the Chargor with a copy to the Agent elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares conferred or to be conferred upon it pursuant to Clause 7.1(b) above (the "**Waived Rights**") and the other Secured Parties unconditionally waive any rights that they may otherwise have to require the Security Agent not to make such election or to require the Security Agent to indemnify, compensate or otherwise make good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Security Agent making such election.
- (d) From the date that a notice is issued by the Security Agent as contemplated under Clause 7.1(c) above, the Security Agent shall cease to have the Waived Rights and all such rights that are described in the relevant notice will thereafter be exercisable by the relevant Chargor.
- (e) At any time after the occurrence of a Voting Event:
 - (i) each Chargor shall pay to the Security Agent, promptly upon receipt, all dividends, interest and other distributions that are paid or payable on or in respect of the Shares; and
 - (ii) the Security Agent, any Receiver or any Delegate may, in its discretion (and without any further consent or authority from any Chargor, apply such distributions in accordance with Clause 12 (*Application of Proceeds*)).

- (f) Pending payment to the Security Agent in accordance with Clause 7.1(e) above, the relevant Chargor and its nominees shall hold all such distributions on trust for the Security Agent.
- (g) If, at any time after the occurrence of a Voting Event any Shares are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares.
- (h) Each relevant Chargor shall comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 in respect of the persons with significant control register and the relevant Chargor shall promptly provide the Security Agent with a copy of that notice.

8. SECURITY AGENT'S POWER TO REMEDY

8.1 Power to Remedy

If any Chargor fails to comply with any material obligation set out in Clause 6 (*Protection of Security*) and Clause 7 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 10 Business Days of the Security Agent giving written notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, the Security Agent or any Receiver or Delegate or any person which the Security Agent nominates to take any action on behalf of that Chargor, may (and is authorised to but shall not be obliged to) take such action as they consider necessary or desirable to remedy that failure, without prejudice to their other rights under this Debenture. For the avoidance of doubt, the Security Agent shall have no obligation to take any action in connection with this Clause 8.1 (*Power to Remedy*).

9. CONTINUING SECURITY

9.1 Continuing Security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the payment and performance of the Secured Obligations unless and until discharged by the Security Agent in writing in accordance with the Finance Documents.
- (b) No part of the Security from time to time intended to be created by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

9.2 **Other Security**

The Security constituted by this Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

10. **ENFORCEMENT OF SECURITY**

10.1 **Enforcement**

- (a) Except where otherwise expressly stated to the contrary, the Security created by this Debenture shall become immediately enforceable if a Declared Default occurs.
- (b) Except where otherwise expressly stated to the contrary, after a Declared Default, the Security Agent may (without prejudice to any of its other rights and remedies, and (unless required by law) without notice to any Chargor) in its absolute discretion enforce all or any part of the Security created by this Debenture in any manner as it sees fit (or as directed by the Instructing Group in accordance with the terms of the Intercreditor Agreement).

10.2 **Enforcement Powers**

For the purpose of all rights and powers implied or granted by law, the Secured Obligations are deemed to have fallen due on the date of this Debenture. The power of sale and other powers conferred by law including by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall arise on the date of this Debenture, but the Security Agent shall not exercise those powers until the Security created under this Debenture has become enforceable under Clause 10.1 (*Enforcement*) above.

10.3 **Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Debenture, unless they are expressly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

10.4 **Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor at any time after a Declared Default has occurred and is continuing, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

10.5 Disapplication of Statutory Restrictions

At any time after a Declared Default has occurred and is continuing the restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Debenture.

10.6 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of the Chargors hereunder constitute "security financial collateral" arrangement (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the "**Regulations**")), the Security Agent or any Receiver or Delegate shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Chargors at any time after a Declared Default has occurred and is continuing.
- (b) The Parties agree that the value of any such appropriated financial collateral shall be determined by the Security Agent: (x) by reference to either the relevant public quoted index reflecting the right to effect an immediate sale thereof on a recognised stock exchange at such price on such date of valuation (if applicable); and (y) the fair market value of such financial collateral as determined by an independent reputable and internationally recognised third party professional firm of advisors. The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

10.7 Powers of Leasing

At any time after a Declared Default has occurred and is continuing, the Security Agent or any Receiver may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions conferred by law (including sections 99 and 100 of the Law of Property Act 1925).

10.8 Fixtures

At any time after a Declared Default has occurred and is continuing, the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

11. RECEIVERS OR ADMINISTRATOR

11.1 Appointment

- (a) Subject to paragraph (c) below, at any time after the date the Security created under this Debenture has become enforceable pursuant to Clause 10 (*Enforcement of Security*), the Security Agent may:

- (i) appoint any qualified person (or persons) to be a Receiver of all or any part of the Charged Property. A "qualified person" means a person who, under the Insolvency Act 1986 or Enterprise Act 2002, is qualified to act as a receiver of property or any company with respect to which he is appointed or (as the case may be) an administrator of such company;
 - (ii) remove (so far as it is lawfully able) any Receiver so appointed;
 - (iii) appoint another person(s) as an additional or replacement Receiver(s);
 - (iv) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; and
 - (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.
- (b) Section 109(1) of the Law of Property Act 1925 and any other restriction imposed by law on the right of a mortgagee to appoint a receiver shall not apply to this Debenture.
 - (c) At any time after a Declared Default has occurred and is continuing, the Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.
 - (d) Any appointment of a Receiver may be by deed, under seal or in writing under hand.

11.2 Powers of Receiver

Each Receiver and, in respect of paragraph (a) below only, the Security Agent appointed under this Debenture shall (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor, which when got in, would be Charged Property) in respect of which he or she was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of any Chargor) or in his own name and, in each case, at the cost of that Chargor:

- (a) all the powers, privileges and immunities conferred from time to time on receivers by the Law of Property Act 1925 and by the Insolvency Act 1986 as mortgagors and or mortgagees in possession and on receivers appointed under the Law of Property Act 1925 and the Insolvency Act 1986;
- (b) all the powers of an administrative receiver set out set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver) in relation to the Charged Property or any of it;
- (c) of the Security Agent under this Debenture;
- (d) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and

- (e) the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) in relation to the Charged Property which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Charged Property.

11.3 Receiver as Agent

Each Receiver appointed under this Debenture shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration, costs and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

11.4 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

11.5 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it at a rate appropriate to the work and responsibilities involved.

11.6 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and severally so that (unless any instrument appointing them specifies to the contrary), each of them may exercise individually all the powers and discretions conferred on Receivers under this Debenture.

12. APPLICATION OF PROCEEDS

12.1 Order of Application

All moneys received or recovered, and any non-cash recovered made or received by the Security Agent or any Receiver pursuant to this Debenture shall be applied in the order

and manner specified by clause 16 (*Application of Proceeds*) of the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

12.2 Insurance Proceeds

If a Declared Default has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall be applied in reduction of the Secured Obligations.

12.3 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.

12.4 Application against Secured Obligations

Subject to Clause 12.1 (*Order of Application*) above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine in accordance with the Intercreditor Agreement.

12.5 Suspense Account

Until the Secured Obligations are paid in full, the Security Agent or the Receiver (as applicable) may place and keep (for such time as it shall determine) any money received, recovered or realized pursuant to this Debenture or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Chargor or the Security Agent or the Receiver as the Security Agent or the Receiver shall think fit (acting reasonably)) and the Security Agent or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations unless such monies would clear all Secured Obligations in full.

13. PROTECTION OF SECURITY AGENT AND RECEIVER

13.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless directly caused by its or his gross negligence or wilful misconduct.

13.2 Possession of Charged Property

Without prejudice to Clause 13.1 (*No Liability*) above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account

as mortgagee in possession and may at any time at its discretion go out of such possession.

13.3 **Primary liability of the Chargors**

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Debenture and the charges contained in this Debenture shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the charges contained in this Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

13.4 **Security Agent**

- (a) The provisions set out in clause 18 (*The Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Debenture. In connection with this Debenture the Security Agent shall be entitled to all of the rights, privileges, immunities, indemnities and protections set forth in the Intercreditor Agreement.
- (b) Subject to the terms of the Intercreditor Agreement, the Security Agent shall not owe any fiduciary duties to the Chargors (other than as expressly set out in any Debt Document).
- (c) Subject to the terms of the Intercreditor Agreement, without prejudice to any obligation of the Security Agent in this Debenture, the Intercreditor Agreement or the Debt Documents but notwithstanding any other provision of this Debenture, in acting under and in accordance with this Debenture the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Debt Documents and the Intercreditor Agreement at any time, and where it so acts on the instructions of the Secured Parties and in accordance with the provisions of this Debenture, the Security Agent shall not incur any liability to any person for so acting.

13.5 **Delegation**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner all or any of the rights, powers, authorities and discretions which are for the time being exercisable by it under this Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent or any Receiver will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate, subject at all times to Clause 13.1 (*No Liability*) above.

13.6 **Cumulative Powers**

The powers which this Debenture and the Collateral Rights confer on the Security Agent, the other Secured Parties and any Receiver appointed under this Debenture are

cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

13.7 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

14. POWER OF ATTORNEY

- 14.1 Subject to Clause 14.2 below, each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it is required to execute and do under the terms of this Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture, and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.
- 14.2 The power of attorney referred to in Clause 14.1 above may only be exercised following the occurrence of a Declared Default which is continuing or the failure by the relevant Chargor to perform any security creation, preservation, protection, registration, enforcement or perfection obligation or further assurance, under or relating to a Finance Document.

15. PROTECTION FOR THIRD PARTIES

15.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents or any Delegate) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a

purchaser or other person shall not be impeachable by reference to any of those matters.

15.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver or any Delegate shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Security Agent and any Receiver or Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

16. INCORPORATION OF TERMS

16.1 Costs and Expenses

Clause 22 (*Costs and expenses*) of the Intercreditor Agreement shall apply to this Debenture as if set out in full in this Debenture, *mutatis mutandis*.

16.2 Set-off rights

The Security Agent may set off any matured obligation due from a Chargor under the Debt Documents (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

16.3 Waivers, Amendments

This Debenture may be amended or waived in accordance with the terms of the Intercreditor Agreement.

16.4 Preservation

Clause 27 (*Preservation*) of the Intercreditor Agreement shall apply to this Debenture as if set out in full in this Debenture, *mutatis mutandis* save that references to "this Agreement" shall be construed and read as references to "this Debenture" where appropriate.

17. PRESERVATION, REINSTATEMENT AND RELEASE

17.1 Amounts Avoided

If the Security Agent considers that any amount paid to it by a Chargor in respect of the Secured Obligations is capable of being avoided or restored or otherwise set aside on the insolvency, liquidation, administration or otherwise of the relevant Chargor (or is so avoided, restored or otherwise set aside), then for the purposes of this Debenture that amount shall not be considered to have been paid, the Secured Obligations will not be considered to have been paid or discharged in full and the liability of the Chargors under

this Debenture and the Security constituted therein will continue. No interest shall accrue on such amount, unless and until such amount is so avoided or set aside.

17.2 Discharge Conditional

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Debenture) that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

17.3 Covenant to Release

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Chargor, the Security Agent shall, at the reasonable request and cost of each Chargor, execute any documents including any termination or release letter or deed (or procure that its nominees execute any documents) or take any action (including returning title documents, share certificates and related stock transfer forms and other documents belonging to such Chargor and delivering to the Chargors notices to any account banks with whom any Bank Accounts are held in respect of those Bank Accounts and counterparty to any Assigned Agreement (if applicable)) which may be necessary or desirable or otherwise reasonably requested by any Chargor to release the Charged Property from the Security constituted by this Debenture.

17.4 Immediate Recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings or otherwise relative to any other Obligor or any other person before claiming from that Chargor under this Debenture. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.5 Waiver of Defences

Each Chargor shall be deemed to be a principal debtor, and not only a surety. The obligations of each Chargor under this Debenture shall not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Debenture (whether or not known to it or any Secured Party). This includes:

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or any other person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (f) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case however, fundamental and whether or not more onerous) or replacement, assignment, avoidance or termination of any Finance Document or any other document or Security or of the Secured Obligations, including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility, under any Finance Document or other document or Security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person or Security created by (or expressed to be created by) any person under any Finance Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Finance Document; or
- (h) any insolvency, liquidation, administration or similar proceedings; or
- (i) this Debenture or any other Finance Document not being executed by or binding on any other party to it.

17.6 Appropriations

Until all amounts which may be or become payable by a Chargor under or in connection with the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under this Debenture:

- (a) refrain from applying or enforcing any other monies, Security or rights held or received by that Secured Party (or any trustee or agent on its behalf) against those amounts or (subject to Clause 12 (*Application of Proceeds*)) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of that Chargor's liability under this Debenture.

17.7 Non-Competition

Unless:

- (a) the Security Agent is satisfied that all amounts which may be or become payable by the Obligor under or in connection with the Finance Documents have been irrevocably paid in full; or
- (b) the Security Agent otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Debenture:

- (i) be subrogated to any rights, security or monies held, received or receivable by any Secured Party (or any trustee or agent on its behalf);
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of that Chargor's liability under this Debenture;
- (iii) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Secured Party (or any trustee or agent on its behalf); or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor.

Each Chargor shall hold in trust for and shall immediately pay or transfer to the Security Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause 17.7 (*Non-Competition*) or in accordance with any directions given by the Security Agent under this Clause 17.7 (*Non-Competition*).

17.8 Release of Chargor's Right of Contribution

If any Chargor ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Chargor:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Party under any Finance Document or of any other security taken under, or in connection with, any Finance Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor.

18. RULING OFF

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Finance Documents) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the

relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

19. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after a Declared Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

20. CHANGES TO PARTIES

20.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the Finance Documents.

20.2 Assignment by the Chargor

No Chargor may assign any of its rights or transfer any of its right or obligations under this Debenture.

20.3 Additional Chargors

Each party to this Debenture acknowledges and agrees that a member of the Group may become a Chargor and party to this Debenture by executing and delivering a Security Accession Deed.

20.4 Successors

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent. References to the Security Agent shall include (i) any transferee, assignee or successor in title of the Security Agent (ii) any entity into which the Security Agent is merged or converted or with which it may be consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Security Agent is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Debenture or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Security Agent for all purposes under the Finance Documents).

21. NOTICES

21.1 Notices

Clause 39 (*Notices*) of the Senior Facility Agreement shall apply to this Debenture as if set out in full in this Debenture, *mutatis mutandis*.

21.2 **Addresses**

The address, email address or fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered in connection with this Debenture is identified with its name below.

22. **MISCELLANEOUS**

22.1 **Service of Process**

- (a) Without prejudice to any other mode of service allowed under any relevant law, the Company irrevocably appoints Gaming Acquisitions Limited (of First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ) as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture, service upon whom shall be deemed completed whether or not forwarded to or received by the Company;
- (b) If any process agent appointed by the Company pursuant to this Clause 22.1 (*Service of Process*) ceases to have an address in England, the Company irrevocably agrees to appoint a new process agent acceptable to the Security Agent and to deliver to it within 10 Business Days a copy of a written acceptance of appointment by its new process agent.

22.2 **Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount payable under this Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

22.3 **Counterparts**

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

22.4 **Invalidity of any Provision**

If any provision of this Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

22.5 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this Debenture on the date hereof will not invalidate the provisions of this Debenture as between the other Parties who do execute this Debenture. Such Non-Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

22.6 **Tacking**

Each Secured Party shall comply with its obligations under the Finance Documents (including the obligation to make further advances).

22.7 Security Assets

The fact that no or incomplete details of any Charged Property are inserted in any Schedule or in the schedule of any Security Accession Deed (if any) by which any Chargor became a party to this Debenture does not affect the validity or enforceability of the Security created by this Debenture or the relevant Security Accession Deed.

23. GOVERNING LAW AND JURISDICTION

- (a) This Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Debenture shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this Debenture has been duly executed as a deed on the date first above written.

**SCHEDULE 1
THE CHARGORS**

Name of Chargor	Registered Number	Registered Address
Inspired Entertainment, Inc.	5542653	250 West 57th Street, Suite 415, New York, New York 10107, United States of America (chief executive office)
DMWSL 631 Limited	07176707	First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ
DMWSL 632 Limited	07176582	First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ
DMWSL 633 Limited	07176544	First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ
Gaming Acquisitions Limited	07120910	First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ
Inspired Entertainment (Financing) PLC	13302880	First Floor, 107 Station Street, Burton On Trent, Staffs, United Kingdom, DE14 1SZ
Inspired Gaming Group Limited	05804323	First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ
Inspired Gaming (Greece) Limited	09219329	First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ
Inspired Gaming (Holdings) Limited	05304991	First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ
Inspired Gaming (International) Limited	03913734	First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ
Inspired Gaming (UK) Limited	03565640	First Floor, 107 Station Street, Burton-On-Trent, Staffordshire, England, DE14 1SZ
Playnation Limited	08258418	Unit 17 Berkeley Court, Manor Park, Runcorn, Cheshire, WA7 1TQ

SCHEDULE 2 INTELLECTUAL PROPERTY

PART 1 REGISTERED PATENTS AND APPLICATIONS THEREFOR

our ref	IP title	catch	proprietor	country	status	app no.	priority date	filing date
198734.WO.01	Gaming System and Method	GAMING SYSTEM AND METHOD	Inspired Gaming (UK) Limited	Patent Co-operation Treaty (PCT)	PENDING-CHAP I	PCT/GB2019/053325	26-Nov-2018	26-Nov-2019
224153.GB.01	COIN PUSHER	COIN PUSHER	INSPIRED GAMING (UK) LIMITED	UNITED KINGDOM	NEW GB PROV			
195177.US.01	CASHLESS GAMING	CASHLESS GAMING	Inspired Gaming (UK) Limited	UNITED STATES	GRANTED-RENEWALS ONLY	13/057559	05-Aug-2008	27-JUL-2009

PART 2
REGISTERED DESIGNS AND APPLICATIONS THEREFOR

Our ref	IP title	Catch	Proprietor	Country	Status	App no	PUBL/ Grant no.	Priority date	Filing Date	Granted Date	Renewal Date
191100.EM.01	Gaming Machines (part of -)	CUR VED CABINET	Inspired Gaming (UK) Limited	European Union	Registered	004392892 -0001	004392892 -0001	10-Oct- 2017	10-Oct- 2017	10-Oct- 2017	10-Oct- 2022
191100.EM.02	Gaming Machines (part of -)	CUR VED CABINET	Inspired Gaming (UK) Limited	European Union	Registered	004392892 -0002	004392892 -0002	10-Oct- 2017	10-Oct- 2017	10-Oct- 2017	10-Oct- 2022
195179.EM.01	Coin- operated games machines (Housings for -)	BLAZE CABINET	Inspired Gaming (UK) Limited	European Union	Registered	002049692 -0001	002049692 -0001	30-May- 2012	30-May- 2012	30-May- 2012	30-May- 2022
195179.EM.02	Coin- operated games machines (Housings for -)	STORM (3 SCREEN) CABINET	Inspired Gaming (UK) Limited	European Union	Registered	002049692 -0002	002049692 -0002	30-May- 2012	30-May- 2012	30-May- 2012	30-May- 2022
199275.EM.01	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0001	005942596 -0001	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.02	Graphical user	SPINBAR	Inspired Gaming	European Union	Registered	005942596 -0002	005942596 -0002	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023

Our ref	IP title	Catch	Proprietor	Country	Status	App no	PUBL/ Grant no.	Priority date	Filing Date	Granted Date	Renewal Date
	interfaces [computer screen layout]		(UK) Limited								
199275.EM.03	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0003	005942596 -0003	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.04	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0004	005942596 -0004	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.05	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0005	005942596 -0005	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.06	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0006	005942596 -0006	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.07	Graphical user interfaces [computer	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0007	005942596 -0007	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023

Our ref	IP title	Catch	Proprietor	Country	Status	App no	PUBL/ Grant no.	Priority date	Filing Date	Granted Date	Renewal Date
	screen layout]										
199275.EM.08	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0008	005942596 -0008	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.09	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0009	005942596 -0009	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.10	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0010	005942596 -0010	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.11	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0011	005942596 -0011	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.12	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0012	005942596 -0012	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023





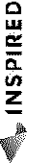


Our ref	IP title	Catch	Proprietor	Country	Status	App no	PUBL/ Grant no.	Priority date	Filing Date	Granted Date	Renewal Date
199275.EM.13	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0013	005942596 -0013	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.14	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0014	005942596 -0014	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.EM.15	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	European Union	Registered	005942596 -0015	005942596 -0015	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
191100.GB.01	Gaming Machines (part of -)	CUR VED CABINET	Inspired Gaming (UK) Limited	United Kingdom	Registered	900439289 20001	900439289 20001	10-Oct- 2017	10-Oct- 2017	10-Oct- 2017	10-Oct- 2022
191100.GB.02	Gaming Machines (part of -)	CUR VED CABINET	Inspired Gaming (UK) Limited	United Kingdom	Registered	900439289 20002	900439289 20002	10-Oct- 2017	10-Oct- 2017	10-Oct- 2017	10-Oct- 2022
195179.GB.01	Coin- operated games machines (Housings for -)	BLAZE CABINET	Inspired Gaming (UK) Limited	United Kingdom	Registered	900204969 20001	900204969 20001	30-May- 2012	30-May- 2012	30-May- 2012	30-May- 2022




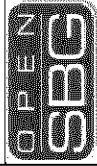





Our ref	IP title	Catch	Proprietor	Country	Status	App no	PUBL/ Grant no.	Priority date	Filing Date	Granted Date	Renewal Date
195179.GB.02	Coin-operated games machines (Housings for -)	STORM (3 SCREEN) CABINET	Inspired Gaming (UK) Limited	United Kingdom	Registered	900204969 20002	900204969 20002	30-May-2012	30-May-2012	30-May-2012	30-May-2022
199275.GB.01	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60001	900594259 60001	21-Dec-2018	21-Dec-2018	21-Dec-2018	21-Dec-2023
199275.GB.02	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60002	900594259 60002	21-Dec-2018	21-Dec-2018	21-Dec-2018	21-Dec-2023
199275.GB.03	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60003	900594259 60003	21-Dec-2018	21-Dec-2018	21-Dec-2018	21-Dec-2023
199275.GB.04	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60004	900594259 60004	21-Dec-2018	21-Dec-2018	21-Dec-2018	21-Dec-2023
199275.GB.05	Graphical user	SPINBAR	Inspired Gaming	United Kingdom	Registered	900594259 60005	900594259 60005	21-Dec-2018	21-Dec-2018	21-Dec-2018	21-Dec-2023

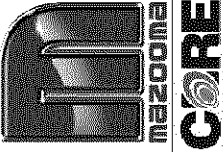








Our ref	IP title	Catch	Proprietor	Country	Status	App no	PUBL/ Grant no.	Priority date	Filing Date	Granted Date	Renewal Date
	interfaces [computer screen layout]		(UK) Limited								
199275.GB.06	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60006	900594259 60006	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.GB.07	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60007	900594259 60007	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.GB.08	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60008	900594259 60008	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.GB.09	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60009	900594259 60009	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.GB.10	Graphical user interfaces [computer	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60010	900594259 60010	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023



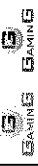
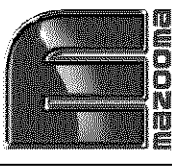


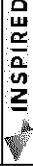
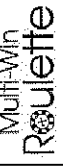

Our ref	IP title	Catch	Proprietor	Country	Status	App no	PUBL/ Grant no.	Priority date	Filing Date	Granted Date	Renewal Date
	screen layout]										
199275.GB.11	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60011	900594259 60011	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.GB.12	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60012	900594259 60012	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.GB.13	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60013	900594259 60013	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.GB.14	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60014	900594259 60014	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023
199275.GB.15	Graphical user interfaces [computer screen layout]	SPINBAR	Inspired Gaming (UK) Limited	United Kingdom	Registered	900594259 60015	900594259 60015	21-Dec- 2018	21-Dec- 2018	21-Dec- 2018	21-Dec- 2023










PART 3
REGISTERED TRADE AND SERVICE MARKS AND APPLICATIONS THEREFOR

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
	Words and Device	Inspired Gaming (UK) Limited	European Union	9 28	REGISTERED- WO	10/10/2013	05/02/2015		1197296	1197296	191125.EM.01
	Words and Device	Inspired Gaming (UK) Limited	International	9 28	REGISTERED	10/10/2013	10/10/2013	10/10/2023	1197296	1197296	191125.WO.01
	Words and Device	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	15/04/2013	25/08/2013	15/04/2023	UK00003002070	UK00003002070	191125.GB.01
	Words and Device	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	10/10/2013	05/02/2015	10/10/2023	UK00801197296	UK00801197296	191125.GB.02
	Word and Device	Inspired Gaming (UK) Limited	Canada	9 28 41	NEW CA-WO	05/02/2021					191128.CA.01
	Device	Inspired Gaming (UK) Limited	China	9	REGISTERED- WO	20/02/2012	20/02/2012		1130440	1130440	191121.CN.01
	Device	Inspired Gaming	European Union	9 28 41	REGISTERED	19/08/2011	23/01/2012	19/08/2021	010208031	010208031	191121.EM.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
		(UK) Limited									
	Word and Device	Inspired Gaming (UK) Limited	European Union	9 28 41	REGISTERED	30/01/2015	04/06/2015	30/01/2025	013697719	013697719	191128.EM.01
	Words and Device	Inspired Gaming (UK) Limited	European Union	9 38 41	REGISTERED	30/11/2005	18/12/2006	30/11/2025	004753927	004753927	191132.EM.01
	Words and Device	Inspired Gaming (UK) Limited	European Union	9 38 41	REGISTERED	14/07/2006	30/04/2007	14/07/2026	005198941	005198941	191135.EM.01
	Stylised Word	Inspired Gaming (UK) Limited	European Union	9 41	REGISTERED	27/02/2019	07/08/2019	27/02/2029	018028103	018028103	203899.EM.01
	Stylised Word	Inspired Gaming (UK) Limited	European Union	9 41	REGISTERED	05/10/2020	05/10/2020	05/10/2030	1566879	1566879	230310.EM.01
	Word & Logo	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	05/08/2010	10/03/2011	05/08/2030	009297771	009297771	230593.EM.01
	Word & Logo	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	05/08/2010	10/03/2011	05/08/2030	009297904	009297904	230598.EM.01
	Word & Logo	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	05/08/2010	11/03/2011	05/08/2030	009297938	009297938	230599.EM.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
	Word & Device	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	18/10/2010	10/06/2011	18/10/2030	009454216	009454216	230635.EM.01
	Device	Inspired Gaming (UK) Limited	International	9 28 41	REGISTERED	20/02/2012	20/02/2012	20/02/2022	1130440	1130440	191121.WO.01
	Stylised Words	Inspired Gaming (UK) Limited	International	9 41	REGISTERED	09/12/2019	28/05/2020	09/12/2029	1532763	1532763	203899.WO.01
	Stylised Word	Inspired Gaming (UK) Limited	International	9 41	REGISTERED	05/10/2020	24/12/2020	05/10/2030	1566879	1566879	230310.WO.01
	Words and Device	Inspired Gaming (UK) Limited	International	9 28 41 42	REGISTERED	18/06/2009	18/06/2009	18/06/2029	1016701	1016701	230586.WO.01
	Word and Device	Inspired Gaming (UK) Limited	International	9 28 41	NEW WO	05/02/2021					191128.WO.01
	Stylised Word	Inspired Gaming (UK) Limited	United Kingdom	9 41	REGISTERED	04/12/2018	01/03/2019	04/12/2028	3358328	3358328	199015.GB.01
	Stylised Word	Inspired Gaming (UK) Limited	United Kingdom	9 41	REGISTERED	27/02/2019	17/05/2019	27/02/2029	3378884	3378884	203899.GB.01
	Stylised Word	Inspired Gaming (UK) Limited	United Kingdom	9 41	REGISTERED	28/09/2020	22/01/2021	28/09/2030	3537906	3537906	230310.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
		(UK) Limited									
	Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	14/07/2003	01/04/2005	14/07/2023	UK 00002337830E	UK 00002337830E	230595.GB.06
	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	24/12/2005	10/07/2009	24/12/2025	UK 00002410049	UK 00002410049	230610.GB.01
	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	01/09/2010	04/02/2011	01/09/2030	UK 00002557412	UK 00002557412	230634.GB.02
	Stylised Words	Inspired Gaming (UK) Limited	United Kingdom	41	REGISTERED	15/11/1996	30/05/1997	15/11/2026	UK 00002115723	UK 00002115723	230637.GB.01
	Words & Device	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	16/01/1990	19/06/1992	16/01/2027	UK 00001410914	UK 00001410914	230668.GB.01
	Word and Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	30/01/2015	04/06/2015	30/01/2025	UK 00913697719	UK 00913697719	191128.GB.01
	Words and Device	Inspired Gaming (UK) Limited	United Kingdom	9 38 41	REGISTERED	30/11/2005	18/12/2006	30/11/2025	UK 00904753927	UK 00904753927	191132.GB.01
	Words and Device	Inspired Gaming	United Kingdom	9 38 41	REGISTERED	14/07/2006	30/04/2007	14/07/2026	UK 00905198941	UK 00905198941	191135.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
		(UK) Limited									
	Stylised Word	Inspired Gaming (UK) Limited	United Kingdom	9 41	REGISTERED	27/02/2019	07/08/2019	27/02/2029	UK00918028103	UK00918028103	203899.GB.02
	Word & Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	05/08/2010	10/03/2011	05/08/2030	UK00909297771	UK00909297771	230593.GB.01
	Word & Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	05/08/2010	10/03/2011	05/08/2030	UK00909297904	UK00909297904	230598.GB.01
	Word & Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	05/08/2010	11/03/2011	05/08/2030	UK00909297938	UK00909297938	230599.GB.01
	Word & Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	18/10/2010	10/06/2011	18/10/2030	UK00909454216	UK00909454216	230635.GB.03
	Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	19/08/2011	23/01/2012	19/08/2021	UK00910208031	UK00910208031	191121.GB.01
	Stylised Word	Inspired Gaming (UK) Limited	United States	9 41	REGISTERED	05/10/2020	05/10/2020		1566879	1566879	230310.US.01
	Word and Device	Inspired Gaming (UK) Limited	United States	9 28 41	NEW US-WO	05/02/2021					191128.US.02

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
3001	Word	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	18/10/2017	15/03/2018	18/10/2027	017367962	017367962	230575.EM.01
3001	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	18/10/2017	15/03/2018	18/10/2027	UK00917367962	UK00917367962	230575.GB.01
ARENA	Word	Inspired Gaming (UK) Limited	European Union	28	REGISTERED	19/10/2005	23/08/2006	19/10/2025	004691226	004691226	230576.EM.01
ARENA	Word	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	19/10/2005	23/08/2006	19/10/2025	UK00904691226	UK00904691226	230576.GB.01
ASTRA	Word	Inspired Gaming (UK) Limited	European Union	28	REGISTERED	20/04/2004	18/08/2005	20/04/2024	003779071	003779071	230577.EM.01
ASTRA	Word	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	04/12/2003	07/05/2004	04/12/2023	UK00002350705	UK00002350705	230577.GB.01
ASTRA	Word	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	20/04/2004	18/08/2005	20/04/2024	UK00903779071	UK00903779071	230577.GB.02
ASTRA CASINO GAMING	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	06/12/2002	03/10/2003	06/12/2022	UK00002317914	UK00002317914	230578.GB.01
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	Benelux	9	REGISTERED- WO	14/06/2002	11/07/2002		782393	782393	230579.BX.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	Czech Republic	9	REGISTERED- WO	14/06/2002	11/07/2002		782393	782393	230579.CZ.01
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	Germany	9	REGISTERED- WO	14/06/2002	11/07/2002		782393	782393	230579.DE.01
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	Hungary	9	REGISTERED- WO	14/06/2002	11/07/2002		782393	782393	230579.HU.01
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	International	9	REGISTERED	14/06/2002	11/07/2002	14/06/2022	782393	782393	230579.WO.01
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	Japan	9	REGISTERED- WO	14/06/2002	20/03/2003		782393	782393	230579.JP.01
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	Poland	9	REGISTERED	05/12/2003	05/12/2003	05/12/2023	Z-273504	185616	230579.PL.01
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	Russia	9	REGISTERED- WO	14/06/2002	11/07/2002		782393	782393	230579.RU.01
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	Spain	9	REGISTERED	12/08/2002	01/04/2003	12/08/2022	2501269	2501269	230579.ES.01
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	Ukraine	9	REGISTERED- WO	14/06/2002	11/07/2002		782393	782393	230579.UA.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
ASTRA GAMES	Words	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	19/01/2002	28/06/2002	19/01/2022	UK 00002290477	UK 00002290477	230579.GB.01
ASTRA Re-defining Bingo	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	30/10/2008	27/02/2009	30/10/2028	UK 00002501282	UK 00002501282	230580.GB.01
ASTRA VISION	Words	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	13/12/2001	31/05/2002	13/12/2021	UK 00002288110	UK 00002288110	230581.GB.01
ASTRA'S JACKPOT ROULETTE	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	23/01/2004	03/09/2004	23/01/2024	UK 00002354236	UK 00002354236	230582.GB.01
ASTRA'S PRIZE ROULETTE	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	19/12/2003	18/06/2004	19/12/2023	UK 00002351882	UK 00002351882	230583.GB.01
BAR BINGO	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	04/07/2008	27/02/2009	04/07/2028	UK 00002491769	UK 00002491769	230584.GB.01
BELL-FRUIT	Words	Inspired Gaming (UK) Limited	Canada	9	REGISTERED	15/03/1979	27/02/1981	27/02/2026	436987	256209	230585.CA.01
BELL-FRUIT	Words	Inspired Gaming (UK) Limited	European Union	9 28 42	REGISTERED	20/07/2001	16/12/2003	20/07/2021	002309367	002309367	230585.EM.01
BELL-FRUIT	Words	Inspired Gaming (UK) Limited	Hong Kong	9 28 42	REGISTERED	14/05/2003	29/01/2004	14/05/2023	300018503	300018503	230585.HK.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
BELL-FRUIT	Words	Inspired Gaming (UK) Limited	Switzerland	9	REGISTERED	29/12/1978	03/05/1979	29/12/2028	6261	298459	230585.CH.01
BELL-FRUIT	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 40 42	REGISTERED	02/02/2001	24/05/2002	02/02/2031	UK00002260137	UK00002260137	230585.GB.01
BELL-FRUIT	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 42	REGISTERED	20/07/2001	16/12/2003	20/07/2021	UK00902309367	UK00902309367	230585.GB.02
BELL-FRUIT & THREE BELLS	Words and Device	Inspired Gaming (UK) Limited	Australia	9	REGISTERED	27/02/1979	27/02/1979	27/02/2030	329429	329429	230586.AU.01
BELL-FRUIT & THREE BELLS	Words and Device	Inspired Gaming (UK) Limited	New Zealand	9	REGISTERED	22/02/1979	22/02/1979	22/02/2024	127019	127019	230586.NZ.01
BELL-FRUIT & THREE BELLS	Words and Device	Inspired Gaming (UK) Limited	South Africa	9	REGISTERED	13/03/1979	13/03/1979	13/03/2029	B79/1301	B79/1301	230586.ZA.01
BELL-FRUIT GAMES &	Words and Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 40 42	REGISTERED	02/02/2001	28/06/2002	02/02/2031	UK00002260143	UK00002260143	230586.GB.01
BELL-FRUIT GAMES & THREE BELLS	Words and Device	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED- WO	18/06/2009	18/06/2009		1016701	1016701	230586.EM.01
BELL-FRUIT GAMES & THREE BELLS	Words and Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	30/05/2009	11/09/2009	30/05/2029	UK00002517425	UK00002517425	230586.GB.02

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
BELL-FRUIT GAMES & THREE BELLS	Words and Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	18/06/2009	18/06/2009	18/06/2029	UK00801016701	UK00801016701	230586.GB.03
BELL-FRUIT MANUFACTURING	Words	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	27/09/1995	21/02/1997	27/09/2025	UK00002038525	UK00002038525	230587.GB.01
Bell-Fruit MCL & THREE BELLS	Words and Device	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	07/11/1986	07/11/1986	07/11/2027	UK00001290320	UK00001290320	230588.GB.01
BELL-FRUIT SERVICES & BELL-FRUIT	Series of Marks	Inspired Gaming (UK) Limited	United Kingdom	35 41	REGISTERED	01/03/1996	21/08/1998	01/03/2026	UK00002058603	UK00002058603	230589.GB.01
BetBox	Word	Inspired Gaming (UK) Limited	European Union	9 28 35 38 41	REGISTERED	28/03/2013	19/02/2015	28/03/2023	011699394	011699394	191120.EM.01
BetBox	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 35 38 41	REGISTERED	28/03/2013	19/02/2015	28/03/2023	UK00911699394	UK00911699394	191120.GB.01
BETPOD	Word	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	05/06/2008	17/09/2010	05/06/2028	UK00002489321	UK00002489321	230590.GB.01
BFG	Word	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	09/07/1999	17/12/1999	09/07/2029	UK00002202516	UK00002202516	230591.GB.01
BFM	Word	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	31/10/1994	21/06/1996	31/10/2024	UK00001582445	UK00001582445	230592.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
BOOK OF THE IRISH	Words	Inspired Gaming (UK) Limited	European Union	9 41	REGISTERED- WO	14/03/2019	01/10/2019		1463624	1463624	205704.EM.01
BOOK OF THE IRISH	Words	Inspired Gaming (UK) Limited	International	9 41	REGISTERED	14/03/2019	14/03/2019	14/03/2029	1463624	1463624	205704.WO.01
BOOK OF THE IRISH	Words	Inspired Gaming (UK) Limited	United Kingdom	9 41	REGISTERED	06/03/2019	21/06/2019	06/03/2029	3380996	3380996	205704.GB.01
BOOK OF THE IRISH	Words	Inspired Gaming (UK) Limited	United Kingdom	9 41	REGISTERED	14/03/2019	01/10/2019	14/03/2029	UK00801463624	UK00801463624	205704.GB.02
BOOK OF THE IRISH	Words	Inspired Gaming (UK) Limited	United States	9 41	REGD-WO- DEC USE	14/03/2019	03/03/2020	03/03/2025	1463624	1463624	205704.US.01
CASHINO	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	14/07/2003	26/11/2004	14/07/2023	UK00002337830G	UK00002337830G	230595.GB.08
CASH WHEEL Logo	Logo	Inspired Gaming (UK) Limited	Spain	9	REGISTERED	15/03/2001	20/09/2001	15/03/2021	2385956	2385956	230594.ES.01
CASHINO	Word	Inspired Gaming (UK) Limited	United Kingdom	41	REGISTERED	01/03/1996	13/03/1998	01/03/2026	UK00002058756A	UK00002058756A	230595.GB.01
CASHINO	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	14/07/2003	26/11/2004	14/07/2023	UK00002337830B	UK00002337830B	230595.GB.03

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
CASHINO	Word	Inspired Gaming (UK) Limited	United Kingdom	41	REGISTERED	12/05/2008	05/09/2008	12/05/2028	UK 00002487010	UK 00002487010	230595.GB.09
CASINO TOUCH / Casino Touch / CASINOTOUCH / Casino Touch	Series of Marks	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	14/07/2003	01/04/2005	14/07/2023	UK 00002337830C	UK 00002337830C	230595.GB.04
Casino Touch Logos	Series of Marks	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	14/07/2003	01/04/2005	14/07/2023	UK 00002337830F	UK 00002337830F	230595.GB.07
COPS N ROBBERS	Words	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	02/02/2011	18/07/2011	02/02/2031	009706292	009706292	230600.EM.01
COPS N ROBBERS	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	02/02/2011	18/07/2011	02/02/2031	UK 00909706292	UK 00909706292	230600.GB.01
CRACKERJACKS	Word	Inspired Gaming (UK) Limited	United Kingdom	41	REGISTERED	16/02/1993	08/09/1995	16/02/2030	UK 00001527050	UK 00001527050	230601.GB.01
CROMPTONS	Word	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	04/07/1991	25/06/1993	04/07/2028	UK 00001469473	UK 00001469473	230602.GB.01
CROMPTONS + DEV	Word & Device	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED- WO	09/03/2010	09/03/2010	09/03/2030	1047551	1047551	230603.EM.01
CROMPTONS + DEV	Word & Device	Inspired Gaming (UK) Limited	International	9 28 41 42	REGISTERED	09/03/2010	09/03/2010	09/03/2030	1047551	1047551	230603.WO.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
CROMPTONS + DEV	Word & Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	01/12/2009	14/05/2010	01/12/2029	UK00002533269	UK00002533269	230603.GB.01
CROMPTONS + DEV	Word & Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	09/03/2010	09/03/2010	09/03/2030	UK00801047551	UK00801047551	230603.GB.02
DAZZLING DIAMOND	Words	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	31/10/2001	05/04/2002	31/10/2021	UK00002284419	UK00002284419	230604.GB.01
DIAMANTES De Persia Logo	Word & Logo	Inspired Gaming (UK) Limited	Spain	9 28	REGISTERED	15/09/2010	21/02/2011	15/09/2020	2946277	2946277	230605.ES.01
DIAMOND REELS	Words	Inspired Gaming (UK) Limited	European Union	28	REGISTERED- WO	04/11/2013	03/12/2014		1190601	1190601	191122.EM.01
DIAMOND REELS	Words	Inspired Gaming (UK) Limited	International	28	REGISTERED	04/11/2013	04/11/2013	04/11/2023	1190601	1190601	191122.WO.01
DIAMOND REELS	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	07/05/2013	16/08/2013	07/05/2023	UK00003004968	UK00003004968	191122.GB.01
DIAMOND REELS	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	04/11/2013	03/12/2014	04/11/2023	UK00801190601	UK00801190601	191122.GB.02
ECLIPSE	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	17/09/2013	28/02/2014	17/09/2023	UK00003022367	UK00003022367	230607.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
EL REY DE LOS RODILLOS	Words	Inspired Gaming (UK) Limited	European Union	9 28 41	REGISTERED	13/05/2015	09/10/2015	13/05/2025	014057939	014057939	230608.EM.01
EL REY DE LOS RODILLOS	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	13/05/2015	09/10/2015	13/05/2025	UK00914057939	UK00914057939	230608.GB.01
FORTUNE DICE	Words	Inspired Gaming (UK) Limited	Benelux	28	REGISTERED	09/02/2007	07/08/2007	09/02/2027	1128897	827759	230609.BX.01
FORTUNE SPINS	Words	Inspired Gaming (UK) Limited	European Union	9 28	REGISTERED- WO	10/10/2013	09/12/2014		1191008	1191008	191124.EM.01
FORTUNE SPINS	Words	Inspired Gaming (UK) Limited	International	9 28	REGISTERED	10/10/2013	10/10/2013	10/10/2023	1191008	1191008	191124.WO.01
FORTUNE SPINS	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	15/04/2013	27/09/2013	15/04/2023	UK00003002073	UK00003002073	191124.GB.01
FORTUNE SPINS	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	10/10/2013	09/12/2014	10/10/2023	UK00801191008	UK00801191008	191124.GB.02
G Gamesnet Logo	Words & Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	22/06/2006	05/01/2007	22/06/2026	UK00002425944	UK00002425944	230611.GB.01
G GAMING	Words & Device	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	23/06/2006	23/07/2010	23/06/2026	005189584	005189584	230612.EM.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
G GAMING	Words & Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	23/06/2006	23/07/2010	23/06/2026	UK00905189584	UK00905189584	230612.GB.01
GAMES NETWORK &	Word & Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 42	REGISTERED	27/10/1995	19/09/1997	27/10/2025	UK00002042729	UK00002042729	230614.GB.01
GAMESNET	Word	Inspired Gaming (UK) Limited	United Kingdom	9 41 42	REGISTERED	22/06/2006	05/06/2009	22/06/2026	UK00002425214	UK00002425214	230615.GB.01
GAMESTEC	Word	Inspired Gaming (UK) Limited	European Union	9 28 42	REGISTERED	03/12/2002	15/03/2005	03/12/2022	002957801	002957801	230616.EM.01
GAMESTEC	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 42	REGISTERED	16/09/2002	11/07/2003	16/09/2022	UK00002310691	UK00002310691	230616.GB.01
GAMESTEC	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 42	REGISTERED	03/12/2002	15/03/2005	03/12/2022	UK00902957801	UK00902957801	230616.GB.02
GAMESTEC TOUCH CASINO	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	16/10/2003	26/11/2004	16/10/2023	UK00002346096A	UK00002346096A	230618.GB.01
GAMESTEC TOUCHCASINO	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	30/04/2004	24/12/2004	30/04/2024	UK00002362326	UK00002362326	230619.GB.01
Gamestec TouchCasino Logo	Words & Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	16/10/2003	26/11/2004	16/10/2023	UK00002346096B	UK00002346096B	230618.GB.02

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
GRAN CABARET &	Words & Device	Inspired Gaming (UK) Limited	Spain	9 28	WTG REN CERT	19/04/2010	13/12/2010	19/04/2030	2925489	2925489	230622.ES.01
HAPPY FRUITS	Words	Inspired Gaming (UK) Limited	Spain	9	REGISTERED	14/04/1999	20/10/1999	14/04/2029	2227169	2227169	230623.ES.01
HOT X	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	22/08/2002	07/02/2003	22/08/2022	UK00002308619	UK00002308619	230624.GB.01
I serve	Words	Inspired Gaming (UK) Limited	United Kingdom	41	REGISTERED	08/05/2009	04/09/2009	08/05/2029	UK00002515418	UK00002515418	230625.GB.01
I-ASSIST	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 37 38 42 45	REGISTERED	17/05/2011	27/01/2012	17/05/2021	UK00002581618	UK00002581618	230626.GB.01
I-ASSIST &	Word & Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 37 38 42 45	REGISTERED	17/05/2011	27/01/2012	17/05/2021	UK00002581619	UK00002581619	230627.GB.01
INGG	Word	Inspired Gaming (UK) Limited	European Union	9 28 35 37 38 39 41 42 45	REGISTERED	22/08/2007	19/01/2009	22/08/2027	006219869	006219869	191127.EM.01
INGG	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 35 37 38 39 41 42 45	REGISTERED	22/08/2007	19/01/2009	22/08/2027	UK00906219869	UK00906219869	191127.GB.01
INSPIRED ENTERTAINMENT INC	Words	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED- WO	25/01/2017	26/01/2018		1361985	1361985	191129.EM.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
INSPIRED ENTERTAINMENT INC	Words	Inspired Gaming (UK) Limited	International	9 28 41 42	REGISTERED	25/01/2017	25/01/2017	25/01/2027	1361985	1361985	191129.WO.01
INSPIRED ENTERTAINMENT INC	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	25/01/2017	26/01/2018	25/01/2027	UK00801361985	UK00801361985	191129.GB.01
INSPIRED GAMING	Words	Inspired Gaming (UK) Limited	European Union	9 28 35 36 37 38 39 41 42 45	REGISTERED-WO	11/09/2006	07/01/2008		912838	912838	191130.EM.01
INSPIRED GAMING	Words	Inspired Gaming (UK) Limited	International	9 28 35 36 37 38 39 41 42 45	REGISTERED	11/09/2006	11/09/2006	11/09/2026	0912838	0912838	191130.WO.01
INSPIRED GAMING	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 35 36 37 38 39 41 42 45	REGISTERED	31/08/2006	15/06/2007	31/08/2026	UK00002431378	UK00002431378	191130.GB.01
INSPIRED GAMING	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 35 36 37 38 39 41 42 45	REGISTERED	11/09/2006	07/01/2008	11/09/2026	UK00800912838	UK00800912838	191130.GB.03
INSPIRED GAMING	Words	Inspired Gaming (UK) Limited	United States	9 28 41	REGD-WO-DEC USE	11/09/2006	09/04/2019	09/04/2029	0912838	0912838	191130.US.01
INSPIRED GAMING GROUP (series)	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 35 36 37 38 39 41 42 45	REGISTERED	08/06/2006	07/12/2007	08/06/2026	UK00002424006	UK00002424006	191130.GB.02
JUNGLE JIVE	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	31/07/2002	03/01/2003	31/07/2022	UK00002306722	UK00002306722	230628.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
KING OF CLUBS	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	03/11/2017	02/02/2018	03/11/2027	3268173	3268173	230629.GB.01
LA REINA DEL DRAGON	Words	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	18/10/2017	04/03/2020	18/10/2027	017367947	017367947	230630.EM.01
LA REINA DEL DRAGON	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	18/10/2017	04/03/2020	18/10/2027	UK00917367947	UK00917367947	230630.GB.01
Las Habichuelas Mágicas	Words	Inspired Gaming (UK) Limited	European Union	9 28 41	REGISTERED	15/05/2012	26/09/2012	15/05/2022	010885267	010885267	230631.EM.01
Las Habichuelas Mágicas	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	15/05/2012	26/09/2012	15/05/2022	UK00910885267	UK00910885267	230631.GB.01
LITTLE DEVIL	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	28/07/2010	04/02/2011	28/07/2030	UK00002553970	UK00002553970	230632.GB.01
MLogo	Logo	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	18/10/2010	06/07/2011	18/10/2030	009454174	009454174	230633.EM.01
MLogo	Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	01/09/2010	11/02/2011	01/09/2030	UK00002557408	UK00002557408	230633.GB.01
MLogo	Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	18/10/2010	06/07/2011	18/10/2030	UK00909454174	UK00909454174	230633.GB.02

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
MAZOOMA	Word	Inspired Gaming (UK) Limited	European Union	9 28 41	REGISTERED	15/10/1997	04/06/1999	15/10/2027	000651588	000651588	230634.EM.01
MAZOOMA	Word	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	18/10/2010	10/06/2011	18/10/2030	009454265	009454265	230634.EM.02
MAZOOMA	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	15/09/1997	03/04/1998	15/09/2027	UK00002145024	UK00002145024	230634.GB.01
MAZOOMA	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	15/10/1997	04/06/1999	15/10/2027	UK00900651588	UK00900651588	230634.GB.03
MAZOOMA	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	18/10/2010	10/06/2011	18/10/2030	UK00909454265	UK00909454265	230634.GB.04
MAZOOMA & M	Word & Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	01/09/2010	11/02/2011	01/09/2030	UK00002557409	UK00002557409	230635.GB.02
MEGASLOT	Word	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	08/01/1997	01/08/1997	08/01/2027	UK00002120114	UK00002120114	230636.GB.01
MIAMI DICE	Words	Inspired Gaming (UK) Limited	Benelux	28	REGISTERED	07/02/2007	07/05/2007	07/02/2027	1128680	818340	230638.BX.01
MICROBINGO / Microbingo / Micro Bingo / MicroBingo	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	05/06/2008	27/02/2009	05/06/2028	UK00002489320	UK00002489320	230639.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
My PUB GAMES.com Logo	Words & Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	02/08/2006	12/01/2007	02/08/2026	UK 00002429109	UK 00002429109	230641.GB.01
Named Characters	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	21/01/2003	07/11/2003	21/01/2023	UK 00002322100	UK 00002322100	230642.GB.01
NINFAS	Word	Inspired Gaming (UK) Limited	European Union	9 28 41	REGISTERED	23/11/2011	28/05/2012	23/11/2021	010440329	010440329	230643.EM.01
NINFAS	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	23/11/2011	28/05/2012	23/11/2021	UK 00910440329	UK 00910440329	230643.GB.01
OG API	Word	Inspired Gaming (UK) Limited	Australia	9 28 35 36 37 38 39 41 42 45	REGISTERED- WO	29/02/2008	02/04/2009		0979988	0979988	191133.AU.01
OG API	Word	Inspired Gaming (UK) Limited	China	9 28 35 36 37 38 39 41 42 45	REGISTERED- WO	29/02/2008	29/02/2008		0979988	0979988	191133.CN.01
OG API	Word	Inspired Gaming (UK) Limited	European Union	9 28 35 36 37 38 39 41 42 45	REGISTERED	30/08/2007	04/08/2008	30/08/2027	006237531	006237531	191133.EM.01
OG API	Word	Inspired Gaming (UK) Limited	International	9 28 35 36 37 38 39 41 42 45	REGISTERED	29/02/2008	29/02/2008	28/02/2028	979988	979988	191133.WO.01
OG API	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 35 36 37 38 39 41 42 45	REGISTERED	30/08/2007	04/08/2008	30/08/2027	UK 00906237531	UK 00906237531	191133.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
OGAPI OPEN SBG TECHNOLOGY ...	Words	Inspired Gaming (UK) Limited	European Union	9 28 35 36 37 38 39 41 42 45	REGISTERED	22/10/2007	22/09/2008	22/10/2027	006381701	006381701	191134.EM.01
OGAPI OPEN SBG TECHNOLOGY ...	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 35 36 37 38 39 41 42 45	REGISTERED	22/10/2007	22/09/2008	22/10/2027	UK00906381701	UK00906381701	191134.GB.01
PARTY GAMES	Words	Inspired Gaming (UK) Limited	Benelux	9	REGISTERED	29/05/2002	01/04/2003	29/05/2022	1011793	720374	230644.BX.01
PARTY GAMES	Words	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	13/12/2001	31/05/2002	13/12/2021	UK00002288111	UK00002288111	230644.GB.01
PARTY TIME	Words	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	26/03/1999	27/08/1999	26/03/2029	UK00002192940	UK00002192940	230645.GB.01
PARTY ZONE	Words	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	10/11/2000	27/04/2001	10/11/2030	UK00002252285	UK00002252285	230646.GB.01
PIGGY BANKER	Words	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	22/08/2002	28/02/2003	22/08/2022	UK00002308624	UK00002308624	230647.GB.01
PLAYMATIC	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	19/07/2018	12/10/2018	19/07/2028	3325834	3325834	230648.GB.01
QPS	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	02/12/1999	05/05/2000	02/12/2029	UK00002216093	UK00002216093	230649.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
REVOLUTION	Word	Inspired Gaming (UK) Limited	European Union	9 28	REGISTERED	19/05/2017	03/11/2017	19/05/2027	016747743	016747743	230650.EM.01
REVOLUTION	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	19/05/2017	03/11/2017	19/05/2027	UK00916747743	UK00916747743	230650.GB.01
RIOGRANDE (Stylised)	Stylised Words	Inspired Gaming (UK) Limited	Spain	9	REGISTERED	09/03/2001	20/09/2001	09/03/2021	2384387	2384387	230651.ES.01
RISE OF THE PHOENIX	Words	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	19/05/2017	06/10/2017	19/05/2027	016747719	016747719	230652.EM.01
RISE OF THE PHOENIX	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	19/05/2017	06/10/2017	19/05/2027	UK00916747719	UK00916747719	230652.GB.01
RODEO	Word	Inspired Gaming (UK) Limited	Spain	9 28 41 42	REGISTERED	20/04/2011	14/11/2011	20/04/2021	2980476	2980476	230653.ES.01
ROULETTE KING	Words	Inspired Gaming (UK) Limited	United Kingdom	09 28 41	REGISTERED	08/05/2009	04/09/2009	08/05/2029	UK00002515419	UK00002515419	230654.GB.01
RUSH BOXING	Words	Inspired Gaming (UK) Limited	European Union	9 28 41	REGISTERED	12/10/2015	02/02/2016	12/10/2025	014665178	014665178	191136.EM.01
RUSH BOXING	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	12/10/2015	02/02/2016	12/10/2025	UK00914665178	UK00914665178	191136.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
RUSH FOOTBALL	Words	Inspired Gaming (UK) Limited	European Union	9 28 41	REGISTERED	28/07/2016	07/12/2016	28/07/2026	015697972	015697972	191137.EM.01
RUSH FOOTBALL	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41	REGISTERED	28/07/2016	07/12/2016	28/07/2026	UK00915697972	UK00915697972	191137.GB.01
SCORPION	Word	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	20/02/1992	18/06/1993	20/02/2029	UK00001491811	UK00001491811	230655.GB.01
SCORPION Logo	Logo	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	20/02/1992	18/03/1994	20/02/2029	UK00001491815	UK00001491815	230656.GB.01
SCRATCH N GO	Words	Inspired Gaming (UK) Limited	European Union	9 41	REGISTERED	01/06/2018	29/11/2018	01/06/2028	017911974	017911974	195312.EM.01
SCRATCH N GO	Words	Inspired Gaming (UK) Limited	United Kingdom	9 41	REGISTERED	01/06/2018	29/11/2018	01/06/2028	UK00917911974	UK00917911974	195312.GB.01
SIRENAS (Stylised)	Stylised Words	Inspired Gaming (UK) Limited	Spain	9 28	REGISTERED	08/08/2006	06/09/2007	08/08/2026	2726335	2726335	230657.ES.01
Sirenas Especial Logo	Logo	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	06/04/2017	24/08/2017	06/04/2027	016559163	016559163	230658.EM.01
Sirenas Especial Logo	Logo	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	06/04/2017	24/08/2017	06/04/2027	UK00916559163	UK00916559163	230658.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
SKYSCRAPER	Word	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	12/10/2017	10/05/2018	12/10/2027	017322223	017322223	230659.EM.01
SKYSCRAPER	Word	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	12/10/2017	10/05/2018	12/10/2027	UK00917322223	UK00917322223	230659.GB.01
SLOT PALACE	Words	Inspired Gaming (UK) Limited	European Union	28	REGISTERED	10/04/2006	19/03/2007	10/04/2026	005010228	005010228	230660.EM.01
SLOT PALACE	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	10/04/2006	19/03/2007	10/04/2026	UK00905010228	UK00905010228	230660.GB.01
SLOTTO	Word	Inspired Gaming (UK) Limited	European Union	28	REGISTERED	15/04/2005	05/05/2006	15/04/2025	004396388	004396388	230661.EM.01
SLOTTO	Word	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	03/09/2004	25/02/2005	03/09/2024	UK00002372090	UK00002372090	230661.GB.01
SLOTTO	Word	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	15/04/2005	05/05/2006	15/04/2025	UK00904396388	UK00904396388	230661.GB.02
SLOTTOLETTE	Word	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	28/10/2008	13/03/2009	28/10/2028	UK00002501154	UK00002501154	230662.GB.01
SPIN-BAR	Stylised Word	Inspired Gaming (UK) Limited	United States	9 41	PENDING-WO	09/12/2019			1532763		203899.US.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
STORM	Word	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	25/10/2008	16/10/2009	25/10/2028	UK00002501255	UK00002501255	191139.GB.01
SUPER KING	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	21/07/2008	05/12/2008	21/07/2028	UK00002493263	UK00002493263	230663.GB.01
Tesoros del Nilo &	Words & Device	Inspired Gaming (UK) Limited	Spain	9 28	WTG REN CERT	09/07/2010	07/02/2011	09/07/2030	2938855	2938855	230664.ES.01
THE JUMPING BEAN CO.	Words	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	02/10/1992	17/02/1995	02/10/2029	UK00001514750	UK00001514750	230665.GB.01
THE JUMPING BEAN CO. + DEV	Words & Device	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	02/10/1992	08/07/1994	02/10/2029	UK00001514757	UK00001514757	230666.GB.01
THE REEL DEAL	Words	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	26/10/2017	14/03/2018	26/10/2027	017398199	017398199	230667.EM.01
THE REEL DEAL	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	26/10/2017	14/03/2018	26/10/2027	UK00917398199	UK00917398199	230667.GB.01
THREE BELLS	Device	Inspired Gaming (UK) Limited	European Union	9 28 42	REGISTERED	20/07/2001	14/11/2005	20/07/2021	002309391	002309391	230669.EM.01
THREE BELLS	Device	Inspired Gaming (UK) Limited	Switzerland	9	REGISTERED	29/12/1978	04/05/1979	29/12/2028	6262	298540	230669.CH.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
THREE BELLS	Device	Inspired Gaming (UK) Limited	United Kingdom	9	REGISTERED	22/11/1978	22/11/1978	22/11/2029	UK00001105074	UK00001105074	230669.GB.01
THREE BELLS	Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 40 42	REGISTERED	02/02/2001	17/01/2003	02/02/2031	UK00002260148	UK00002260148	230669.GB.02
THREE BELLS	Device	Inspired Gaming (UK) Limited	United Kingdom	9 28 42	REGISTERED	20/07/2001	14/11/2005	20/07/2021	UK00902309391	UK00902309391	230669.GB.03
THREE BELLS & BFM	Words & Device	Inspired Gaming (UK) Limited	India	9	REGISTERED	01/03/1993	31/10/2000	01/03/2027	591738	591738	230668.IN.01
THREE BELLS & BFM	Words & Device	Inspired Gaming (UK) Limited	Portugal	9	REGISTERED	25/11/1992	02/08/1994	02/08/2024	287639	287639	230668.PT.01
TOUCH CASHINO / Touch Cashino / TOUCHCASHINO / TouchCashino	Series of Marks	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	14/07/2003	12/11/2004	14/07/2023	UK00002337830D	UK00002337830D	230595.GB.05
TOUCH CASINO / Touch Casino / TOUCHCASINO Marks / TouchCasino	Series of Marks	Inspired Gaming (UK) Limited	United Kingdom	9 28	REGISTERED	14/07/2003	01/04/2005	14/07/2023	UK00002337830A	UK00002337830A	230595.GB.02
TRIPLE HOT	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	23/04/2007	05/10/2007	23/04/2027	UK00002453264	UK00002453264	230671.GB.01
un-named characters	Logo	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	21/01/2003	14/11/2003	21/01/2023	UK00002322098	UK00002322098	230672.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Reg. Date	Renewal Date	App. No.	Reg. No.	File No.
UP SPINNER	Words	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	19/11/2015	09/06/2016	19/11/2025	014816334	014816334	230673.EM.01
UP SPINNER	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	19/11/2015	09/06/2016	19/11/2025	UK00914816334	UK00914816334	230673.GB.01
VIVA CASH VEGAS	Words	Inspired Gaming (UK) Limited	United Kingdom	28	REGISTERED	01/08/2002	03/01/2003	01/08/2022	UK00002306925	UK00002306925	230676.GB.01
VIVA LAS VEGAS	Words	Inspired Gaming (UK) Limited	European Union	9 28 41 42	REGISTERED	25/01/2011	26/10/2011	25/01/2031	009683384	009683384	230676.EM.01
VIVA LAS VEGAS	Words	Inspired Gaming (UK) Limited	United Kingdom	9 28 41 42	REGISTERED	25/01/2011	26/10/2011	25/01/2031	UK00909683384	UK00909683384	230676.GB.02

PART 4 DOMAIN NAMES

celebritygaming.com	inspiredgaming.eu	inspiredvirgo.com	opensbg.net
iambxr.com	inspiredgaminggroup.biz	inspiredvirtual.co.uk	opensbg.org
ingg.co.uk	inspiredgaminggroup.cn	inspiredvirtualgaming.co.uk	poptext.com
ingg.com	inspiredgaminggroup.co.uk	inspiredvirtualgaming.com	revolutionentertainment.co.uk
ingg.net	inspiredgaminggroup.com	inspiredvirtuals.com	revolutiongames.eu
inggreporting.com	inspiredgaminggroup.eu	inspiredvsports.com	rushvirtuals.com
inseinc.com	inspiredgaminggroup.net	itbox.com	vricket.co
inseincvirtuals.com	inspiredgaminginternational.com	itbox.eu	v-cricket.co.uk
inspent.co.uk	inspiredgaminguk.com	itbox.itv-cricket.com	v-cricket.com
inspiredbn.co.uk	inspiredgg.biz	leisure-link.co.uk	v-cricket.in
inspiredbroadcast.com	inspiredgg.co.uk	leisure-link.eu	vricket.pk
inspiredbroadcast.eu	inspiredgg.com	leisure-link.uk.com	v-cricket.pk
inspiredbroadcast.net	inspiredgg.net	leisurelinkgroup.co.uk	vipgaming.net
inspiredbroadcastnetworks.com	inspired-giving.com	llee.co.uk	virtualcricket.co
inspiredbroadcastnetworks.eu	inspired-giving.org	llgservice.co.uk	virtualcricket.co.uk
inspiredcasino.com	inspiredmobile.cn	merkur-inspired.co.uk	virtual-cricket.co.uk
inspiredcasino.net	inspiredmobile.co	multi-bet.co.uk	virtualcricket.com
inspiredcasino.org	inspiredmobile.co.uk	multibets.co.uk	virtual-cricket.com
inspiredent.co.uk	inspiredmobile.esmulti-bets.co.uk	virtualcricket.in	virtualcricket.in

inspiredfoundation.org	inspiredmobile.grogapi.co.uk	virtual-cricket.in	virtual-cricket.in
inspired-games.co.uk	inspiredmobile.itogapi.eu	virtualcricket.pk	virtualcricket.pk
inspired-games.com	inspiredplus.com	ogapi.org	virtual-cricket.pk
inspiredgaming.biz	inspiredpoker.net	opensbg.biz	virtualgaming.tv
inspired-gaming.co.uk	inspiredpoker.org	opensbg.com	zingmob.co.uk
opensbg.co.uk	opensbg.info	opensbg.eu	opensbg.net

**SCHEDULE 3
CERTAIN AGREEMENTS**

**PART 1
ACQUISITION DOCUMENTS**

1. Share Purchase Agreement between Novomatic UK Limited and Inspired Gaming (UK) Limited dated 11 June 2019.

**PART 2
HEDGING AGREEMENTS**

1. None, save as to be closed out and terminated on the date of this Debenture.

**PART 3
INTERCOMPANY RECEIVABLES**

1. Intercompany note issued by Inspired Gaming (UK) Limited dated on or about 1 October 2019.
2. Intercompany note issued by Inspired Gaming (Holdings) Limited dated on or about 1 October 2019.
3. Intercompany note issued by Inspired Gaming Group Limited dated on or about 1 October 2019.

SCHEDULE 4
SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Inspired Entertainment, Inc.	DMWSL 633 Limited	8,750,023 A Ordinary Shares 264,639 B Ordinary Shares 314,361 B1 Ordinary Shares 10,910 B2 Ordinary Shares 103,000 B3 Ordinary Shares
DMWSL 633 Limited	DMWSL 633 Limited	240 B2 Ordinary Shares 51,500 B3 Ordinary Shares 985,361 Deferred Shares
DMWSL 633 Limited	DMWSL 632 Limited	1,003 Ordinary Shares
DMWSL 632 Limited	DMWSL 631 Limited	1,002 Ordinary Shares
DMWSL 631 Limited	Gaming Acquisitions Limited	1,002 Ordinary Shares
Gaming Acquisitions Limited	Inspired Gaming Group Limited	1,745,727,697 A Ordinary Shares 2,800,000 B Ordinary Shares 500,000 Ordinary Shares
Inspired Gaming Group Limited	Inspired Gaming (Holdings) Limited	4 Ordinary Shares
Inspired Gaming (Holdings) Limited	Inspired Gaming (UK) Limited	230,952 A Ordinary Shares 476,691 B Ordinary Shares 322,581 C Ordinary Shares
Inspired Gaming (Holdings) Limited	Inspired Gaming (International) Limited	3 Ordinary Shares
Inspired Gaming (UK) Limited	Inspired Gaming (Italy) Limited	4,188 A Ordinary Shares 4,187 B Ordinary Shares

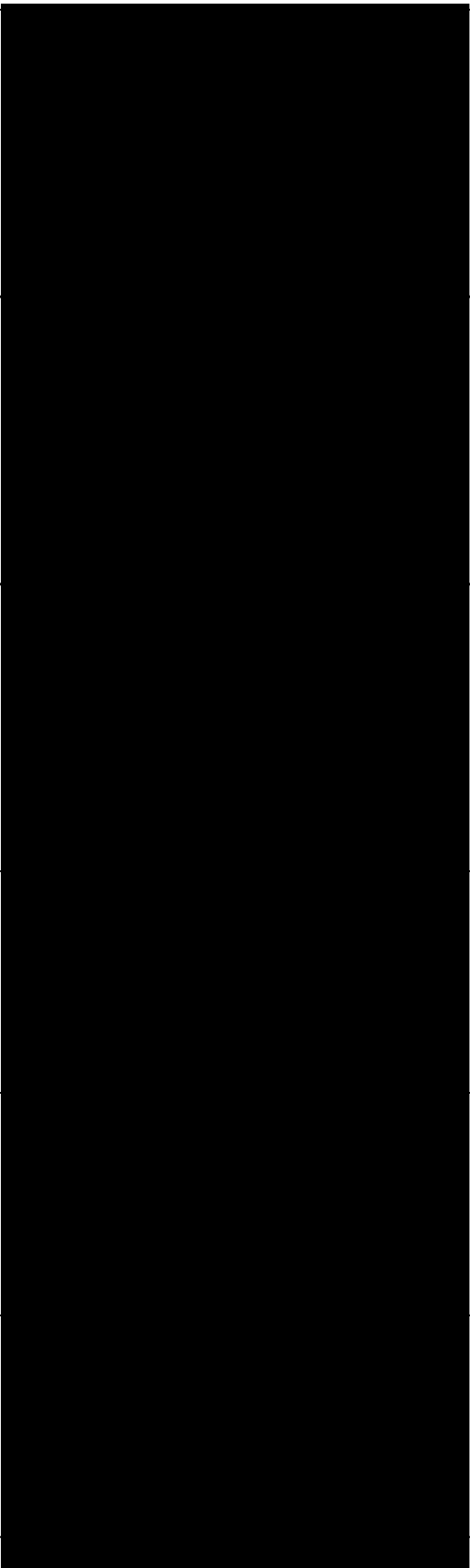
Inspired Gaming (UK) Limited	Inspired Gaming (Greece) Limited	1 Ordinary Share
Inspired Gaming (UK) Limited	Inspired Gaming (Colombia) Limited	1 Ordinary Share
Inspired Gaming (UK) Limited	Astra Games Ltd	6,000,000 Ordinary Shares
Inspired Gaming (UK) Limited	Bell-Fruit Group Limited	6,000,000 Ordinary Shares
Inspired Gaming (UK) Limited	Gamestec Leisure Limited	30,220,854 Ordinary Shares
Inspired Gaming (UK) Limited	Harlequin Gaming Limited	1 Ordinary Share
Inspired Gaming (UK) Limited	Playnation Limited	1 Ordinary Share
Playnation Limited	Fun House Leisure Limited	1 Ordinary Share

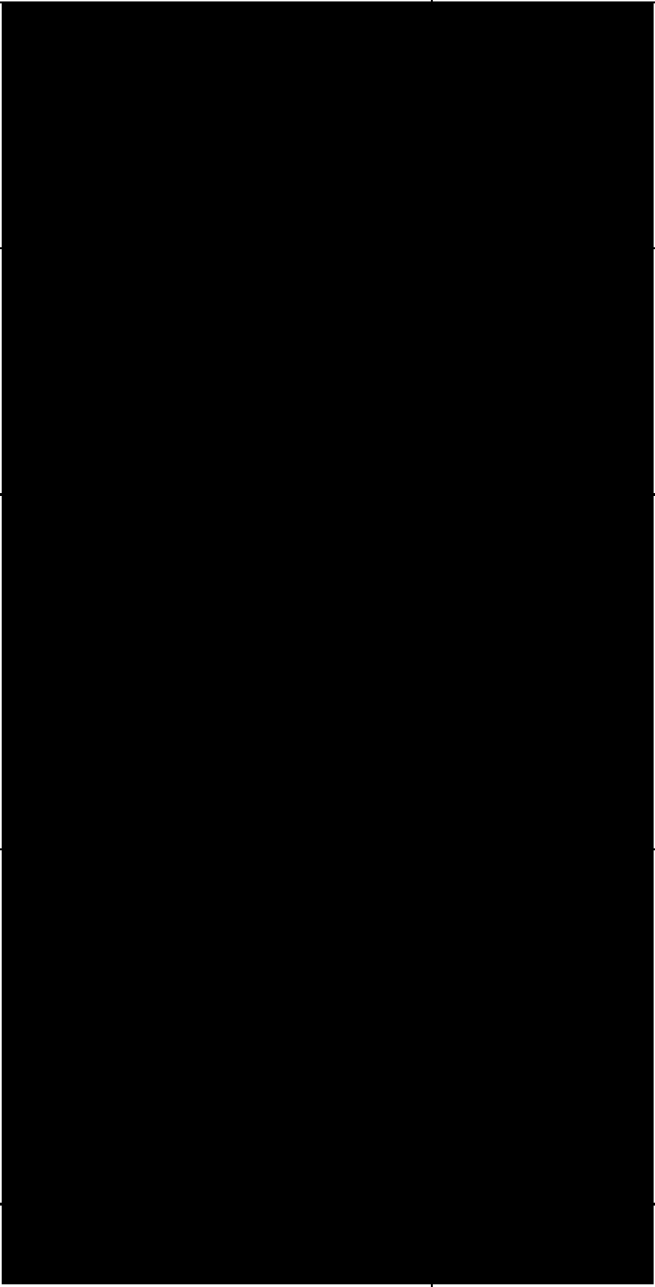
SCHEDULE 5
BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Playnation Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Playnation Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Playnation Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Playnation Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Playnation Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Playnation Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		

	Newcastle upon Tyne, NE1 3DX		
Gaming Acquisitions Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Gaming Acquisitions Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Gaming Acquisitions Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Inspired Gaming Group Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Inspired Gaming (UK) Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Inspired Gaming (International) Limited	Barclays Bank plc		

	Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Inspired Gaming (Italy) Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Inspired Gaming Group Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Gaming Acquisitions Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Inspired Gaming (UK) Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		
Inspired Gaming Group Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX		


Inspired Gaming (UK) Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX			
Inspired Gaming (International) Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX			
Inspired Gaming (Italy) Limited	Barclays Bank plc Barclays House, 5 St Ann's Street, Newcastle upon Tyne, NE1 3DX			
Playnation Limited	Lloyds Bank plc 125 Colmore Row, Birmingham, B3 3SD			
Playnation Limited	Lloyds Bank plc 125 Colmore Row, Birmingham, B3 3SD			
Playnation Limited	Lloyds Bank plc 125 Colmore Row, Birmingham, B3 3SD			
Playnation Limited	Lloyds Bank plc 125 Colmore Row,			

	Birmingham, B3 3SD		
Playnation Limited	Lloyds Bank plc 125 Colmore Row, Birmingham, B3 3SD		
Playnation Limited	Lloyds Bank plc 125 Colmore Row, Birmingham, B3 3SD		
Inspired Gaming (UK) Limited	Intesa Sanpaolo Bank Filiale Imprese Milano Duome, Via Verdi 8, Angolo Largo De Sabata 4, 20121 Milano		
Inspired Gaming (International) Limited	Intesa Sanpaolo Bank Filiale Imprese Milano Duome, Via Verdi 8, Angolo Largo De Sabata 4, 20121 Milano		
Inspired Gaming (Greece) Limited	Alpha Bank (Amaroussion Branch) Kifissias Avenue 60, Amaroussio, PC 15125		

SCHEDULE 6
INSURANCE POLICIES

Name of Chargor(s)	Insurer	Policy Number	Type of Risk Insured
Inspired Gaming Group Limited, Inspired Gaming (UK) Limited, Inspired Gaming (International) Limited, Inspired Gaming (Holdings) Limited, Inspired Gaming (Greece) Limited	Zurich Insurance Plc - Zurich House, Ballbridge Park, Dublin, Ireland		Engineering Inspection
Playnation Limited	American International Group UK Limited 4th Floor, 201 Deansgate, Manchester, M3 3NW		Excess employers' liability towards employees for death, bodily injury, disease arising out of and in the course of their employment
Playnation Limited	CHUBB European Group SE The Colmore Building, 20 Colmore Circus Queensway, Birmingham, B4 6AT		All risks including theft, forcible and violent entry to / from premises, subsidence, landslip, heave and loss of money
Playnation Limited	CHUBB European Group SE The Colmore Building, 20 Colmore Circus Queensway, Birmingham, B4 6AT		Legal liability towards employees for death, bodily injury, disease arising out of and in the course of their employment
Inspired Gaming Group Limited, Inspired Gaming (UK) Limited, Inspired Gaming (International) Limited, Inspired Gaming (Holdings)	Chubb European Group SE 100 Leadenhall Street, London, EC3A 3BP		Crime

Limited, Inspired Gaming (Greece) Limited			
Inspired Gaming Group Limited, Inspired Gaming (UK) Limited, Inspired Gaming (International) Limited, Inspired Gaming (Holdings) Limited, Inspired Gaming (Greece) Limited	QBE UK Limited - Plantation Place, 30 Fenchurch Street, London EC3M 3BD		3rd Party Only - Motor fleet insurance for any motor vehicle which is the property of or in the custody and control of the any of the policy holders
Playnation Limited	Marsh Ltd - Aviation Marsh Limited Victoria House, Queens Road, Norwich, NR1 3QQ		Airside Liability
Inspired Entertainment, Inc., DMWSL 631 Limited, DMWSL 632 Limited, DMWSL 633 Limited, Gaming Acquisitions Limited, Inspired Gaming Group Limited, Inspired Gaming (UK) Limited, Inspired Gaming (International) Limited, Inspired Gaming (Holdings) Limited and Inspired Gaming (Greece) Limited	Chubb European Group Limited 100 Leadenhall Street, London, EC3A 3BP		All risks – Presume this is combined policy
Inspired Gaming Group Limited, Inspired Gaming (UK) Limited, Inspired Gaming (International) Limited, Inspired Gaming (Holdings)	Royal & Sun Alliance Insurance plc 20 Fenchurch Street, London, EC3M 3AU		Computer Policy

Limited, Inspired Gaming (Greece) Limited, Inspired Entertainment, Inc. and Inspired Gaming (USA) Inc.			
Inspired Gaming Group Limited, Inspired Gaming (UK) Limited, Inspired Gaming (International) Limited, Inspired Gaming (Holdings) Limited, Inspired Gaming (Greece) Limited, Inspired Entertainment, Inc. and Inspired Gaming (USA) Inc.	Royal & Sun Alliance Insurance plc 17 York Street, Manchester, M2 3GR		Marine Cargo

**SCHEDULE 7
FORMS OF NOTICES**

**PART 1
FORM OF COUNTERPARTY NOTICE**

To: [insert name and address of counterparty]

Copy: [Security Agent]

Dated: [●]

Dear Sirs

Re: [here identify the relevant Assigned Agreement/Hedging Agreement/Intercompany Receivables and other receivables] (the "Agreement")

We notify you that, [insert name of Chargor] (the "**Chargor**") has [charged in favour of]/[assigned to] [insert name of Security Agent] (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [●] May 2021 between, among others, [●] (the "**Debenture**")*.

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary in accordance with paragraph 2 below from the Security Agent;
2. following receipt by you of a written notice from the Security Agent specifying that a Declared Default (as defined in the Debenture) has occurred and is continuing (and not at any other time), the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request following a Declared Default that is continuing;
4. after receipt of written notice in accordance with paragraph 1 above:
 - (a) you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
 - (b) all remedies provided for in the [insert name of Assigned Agreement] (or otherwise available) shall be exercisable by, or at the discretion of the Security Agent; and
 - (c) all rights, title and interest whatsoever accruing to or for the benefit of ourselves arising from the [insert name of Assigned Agreement] (including all rights to

compel performance and all Related Rights) shall be exercisable by, or at the direction of, the Security Agent.

5. The provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice and non-contractual obligations arising under or in connection with it are governed by English law.

Yours faithfully

.....

for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

for and on behalf of
[insert name of Counterparty]

Dated:

Notes:

* Refer to the relevant Security Accession Deed, rather than the Debenture, when using this notice in connection with Security created by a Security Accession Deed.

PART 2
FORM OF ACCOUNT NOTICE

To: [insert name and address of Account Bank] (the "**Account Bank**")

Copy: [Security Agent]

Dated: [●]

Dear Sirs

Re: The [●] Group of Companies - Security over Bank Accounts

We notify you that [insert name of Chargor] (the "**Chargor**") and certain other companies identified in the schedule to this notice (together the "**Customers**") charged to [insert name of Security Agent] (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts by way of a debenture dated [●] May 2021 between, among others, [●] (the "**Debenture**")*.

1. You may continue to deal with the Chargor in relation to the Charged Accounts until you receive written notice in accordance with paragraph 2 below to the contrary from the Security Agent.
2. We irrevocably authorise and instruct you, promptly following receipt by you of a written notice from the Security Agent specifying that a Declared Default (as defined in the Debenture) has occurred and is continuing (and not at any other time) to act only in accordance with the Security Agent's instructions:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct); and
 - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
3. With effect from the date of your receipt of written notice in accordance with paragraph 1 above:
 - (a) any existing payment instructions affecting the Charged Accounts are to be terminated and all payments and communications in respect of the Charged Accounts should be made to the Security Agent or to its order (with a copy to us); and
 - (b) all rights, title and interest whatsoever accruing to or for the benefit of ourselves arising from the Charged Accounts and all Related Rights are exercisable by, or at the direction of, the Security Agent.

4. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:
- (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party; and
 - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except security interests in favour of you created or arising by operation of law or in your standard terms and conditions (including, as applicable, for the netting of credit and debit balances pursuant to current account netting arrangements).

The provisions of this notice and non-contractual obligations arising under or in connection with it are governed by English law.

Schedule

Customer	Account Number	Sort Code
[•]	[•]	[•]

Notes:

* Refer to the relevant Security Accession Deed, rather than the Debenture, when using this notice in connection with Security created by a Security Accession Deed.

Yours faithfully,

.....
for and on behalf of
[Insert name of Chargor]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
for and on behalf of
[Insert name of Security Agent]

[On acknowledgement copy]

To: [Insert name and address of Security Agent]

Copy to: [Insert name of Chargor] (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above.

.....
for and on behalf of
[Insert name of Account Bank]

Dated: [●]

PART 3 FORM OF INSURANCE NOTICE

To: [insert name and address of Insurer]

Copy: [Security Agent]

Dated: [●]

Dear Sirs

Re: [here identify the relevant Insurance policy] (the "Policy of Insurance")

We notify you that, [insert name of Chargor] (the "**Chargor**") has [charged in favour of]/[assigned to] [insert name of Security Agent] (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Insurance as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [●] May 2021 between, among others, [●] (the "**Debenture**")*.

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Policy of Insurance until you receive written notice to the contrary in accordance with paragraph 2 below from the Security Agent;
2. following receipt by you of a written notice from the Security Agent specifying that a Declared Default (as defined in the Debenture) has occurred and is continuing (and not at any other time), the Chargor will cease to have any right to deal with you in relation to the Policy of Insurance and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policy of Insurance to the Security Agent on request following a Declared Default that is continuing;
4. after receipt of written notice in accordance with paragraph 1 above you will:
 - (a) make all payments and claims under or arising from the Policy of Insurance to the Security Agent [insert relevant account number and sort code] or to its order as it may specify in writing from time to time;
 - (b) note the interest of the Security Agent on the Policy of Insurance; and
 - (c) disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance.
5. The provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the Policy of Insurance to a third party or created any other interest (whether by way of security or otherwise) in the Policy of Insurance in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Policy of Insurance.

The provisions of this notice and non-contractual obligations arising under or in connection with it are governed by English law.

Yours faithfully

.....

for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 5(a) to (c) above.

.....

for and on behalf of
[insert name of Insurer]

Dated:

Notes:

* Refer to the relevant Security Accession Deed, rather than the Debenture, when using this notice in connection with Security created by a Security Accession Deed.

SCHEDULE 8 FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [●]

BETWEEN:

- (1) **INSPIRED ENTERTAINMENT, INC.**, a Delaware corporation located at 250 West 57th Street, Suite 2223 New York, NY, with registered number 331-198236 (the "**Company**");
- (2) [●] **Limited**, a company [incorporated in England and Wales] with registered number [●] (the "**New Chargor**"); and
- (3) [●] as Security Agent for itself and as trustee for the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated [●] May 2021 between, among others, the Company, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this Deed.

1.2 Definitions and Construction

Clauses 1.1 (*Definitions*) to 1.6 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this Deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Consent of existing Chargors

The Company agrees and consents, [for itself and] on behalf of each of the [other] existing Chargors, to the terms of this Security Accession Deed and further agrees that its execution shall not, in any way, prejudice or affect the Security granted by each of the existing Chargors pursuant to (and the covenants given by each of them in) the Debenture or any other Security Accession Deed.

2.3 **Covenant to Pay**

The New Chargor as primary obligor and not only as a surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay to the Security Agent and discharge the Secured Obligations when they fall due for payment.

2.4 **Specific Security**

The New Chargor, as continuing security for the payment and performance of the Secured Obligations, charges in favour of the Security Agent for the benefit of the Secured Parties with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has a right, title or interest including all Related Rights by way of a first fixed charge:

- (a) all of its rights, title and interest in the Intellectual Property and all Related Rights;
- (b) all of its rights, title and interest in the Equipment and all Related Rights;
- (c) all the Shares and all corresponding Related Rights and all Related Rights;
- (d) all Trade Receivables and all rights and claims against third parties and against any security in respect of those Trade Receivables and, in each case, all Related Rights;
- (e) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts and all Related Rights;
- (f) all Bank Accounts and all monies standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts and all Related Rights in relation to each of those assets;
- (g) all of its rights, title and interest in the Hedging Agreements and all Related Rights;
- (h) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets and all Related Rights in relation to each of those assets;
- (i) its goodwill and uncalled capital and all Related Rights in relation to each Chargor; and
- (j) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies, the Intercompany Receivables, the Other Debts and the Assigned Agreements and all Related Rights.

2.5 Security Assignment

As further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent for the benefit of the Secured Parties all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables, Insurance Policies, Assigned Agreements and the Other Debts including, in each case, all Related Rights in relation to those assets, rights, titles and interests, subject in each case to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment in full or discharge of the Secured Obligations.

2.6 Floating Charge

- (a) As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by the New Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed and the Security Agent may at any time after an Declared Default appoint an administrator of a Chargor pursuant to that paragraph.
- (d) The floating charge created by any Chargor pursuant to this 2.6 (*Floating Charge*) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.

2.7 Property Restricting Charging

For the avoidance of doubt and without prejudice to the generality of Clause 2.1 (*Accession*), Clause 3.5 (*Property Restricting Charging*) of the Debenture shall be deemed to be incorporated in this Deed and apply with respect to the Security granted by any New Chargor under Clause 2.4 (*Specific Security*) or 2.5 (*Security Assignment*) as if references to "Chargor" were references to "New Chargor" and any further modifications as the context may require.

3. NEGATIVE PLEDGE

The New Chargor shall not create or permit to subsist any Security on or over the whole or any part of the Charged Property or dispose or otherwise deal with any part of the Charged Property except as permitted by the Finance Documents.

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.

- (b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

5. **DESIGNATION AS A FINANCE DOCUMENT**

This Deed is designated as a Finance Document.

6. **FAILURE TO EXECUTE**

Failure by one or more parties ("**Non-Signatories**") to execute this Debenture on the date hereof will not invalidate the provisions of this Debenture as between the other Parties who do execute this Debenture. Such Non-Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

7. **NOTICES**

The New Chargor confirms that its address details for notices are as follows:

Address: [●]

Facsimile: [●]

Email: [●]

Attention: [●]

8. **GOVERNING LAW**

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this Deed has been duly executed on the date first above written.

SCHEDULES TO DEED OF ACCESSION

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGOR

EXECUTED as a DEED by

[Name of New Chargor] acting by:

[•] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: **[•]**

Facsimile: **[•]**

Attention: **[•]**

THE COMPANY

EXECUTED as a DEED by
[*Inspired Entertainment, Inc.*] acting by:

[•] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]

THE SECURITY AGENT

EXECUTED as a DEED by

[*Name of Security Agent*] acting by:

[•] as Authorised Signatory: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]

Email: [•]

SIGNATORIES TO THE DEBENTURE

THE CHARGORS

EXECUTED as a **DEED** by
INSPIRED ENTERTAINMENT,
INC.,

a corporation incorporated under the
laws of the State of Delaware,
by a person who, in accordance with
the laws of the State of Delaware, is
acting under the authority of that
corporation



Print name: Stewart Baker

Authorised Signatory

EXECUTED as a **DEED** by **DMWSL
631 LIMITED**, a company incorporated
in England and Wales



Print name: Stewart Baker

Title: Director



Print name: Carys Damon

Title: Director

EXECUTED as a **DEED** by **DMWSL
632 LIMITED**, a company incorporated
in England and Wales



Print name: Stewart Baker

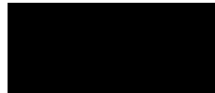
Title: Director



Print name: Carys Damon

Title: Director

EXECUTED as a **DEED** by **DMWSL
633 LIMITED**, a company incorporated
in England and Wales



Print name: Stewart Baker

Title: Director



Print name: Carys Damon

Title: Director

EXECUTED as a **DEED** by **GAMING ACQUISITIONS LIMITED**, a company incorporated in England and Wales



Print name: Stewart Baker

Title: Director



Print name: Carys Damon

Title: Director

EXECUTED as a **DEED** by
INSPIRED ENTERTAINMENT
(FINANCING) PLC, a company
incorporated in England and Wales



Print name: Stewart Baker

Title: Director



Print name: Carys Damon

Title: Director

EXECUTED as a **DEED** by
INSPIRED GAMING GROUP
LIMITED, a company incorporated in
England and Wales



Print name: Stewart Baker

Title: Director



Print name: Carys Damon

Title: Director

EXECUTED as a **DEED** by
INSPIRED GAMING (GREECE)
LIMITED, a company incorporated in
England and Wales



Print name: Stewart Baker

Title: Director



Print name: Carys Damon

Title: Director

EXECUTED as a **DEED** by
INSPIRED GAMING (HOLDINGS)
LIMITED, a company incorporated in
England and Wales

[Redacted Signature]

Print name: Stewart Baker

Title: Director

[Redacted Signature]

Print name: Carys Damon

Title: Director

EXECUTED as a **DEED** by
INSPIRED GAMING
(INTERNATIONAL) LIMITED, a
company incorporated in England and
Wales



Print name: Stewart Baker


Title: ~~Director~~
Director




Print name: Carys Damon

Title: ~~Director~~ Secretary

EXECUTED as a **DEED** by
INSPIRED GAMING (UK)
LIMITED, a company incorporated in
England and Wales


Print name: Stewart Baker

Title: Director


Print name: Carys Damon

Title: Director

EXECUTED as a **DEED** by
PLAYNATION LIMITED, a company
incorporated in England and Wales



Print name: Stewart Baker

Title: Director

DocuSigned by:



Print name: Carys Damon

Title: Director

THE SECURITY AGENT

Signed by **GLAS TRUST CORPORATION LIMITED**

acting by:

Emma Batchelor
DocuSigned by:

Signature:



Notice details

Address:



Phone:



Attention:



Email:

