

Company Number: 00234834

FRIDAY



THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

**PRINT OF WRITTEN RESOLUTION OF THE SOLE MEMBER**

of

**FOOTBALL POOLS 1923 LIMITED**

(the "Company")

Passed on *13* July 2012

Pursuant to chapter 2 of part 13 of Companies Act 2006, the following resolutions (the "**Resolutions**") which were proposed as ordinary and special resolutions, were duly passed in writing as ordinary and special resolutions (as applicable) on the above date

**SPECIAL RESOLUTION**

**THAT** the articles of association be amended by

- 1 deleting the statement of the Company's objects which immediately before 1 October 2009 constituted paragraph 3 of the Company's memorandum of association and is now treated as a provision of the Company's articles of association by virtue of section 28 Companies Act 2006,
- 2 deleting all other provisions which immediately before 1 October 2009 were contained in the Company's memorandum of association and are now treated as provisions of the Company's articles of association by virtue of section 28 Companies Act 2006,
- 3 the insertion of
- 3 1 a new Article to be numbered 4 in the following terms,

**"LIMITATION OF LIABILITY**

- 4 The liability of the members is limited to the amount, if any, unpaid on the shares held by them ", and
- 3 2 a new article to be number 9 (under the existing heading "Transfer of Shares") in the following terms
- "9 Notwithstanding any of the provisions in these Articles whether expressly or impliedly contradictory to the provisions of this Article 9 (to the effect that any provision contained in this Article 9 shall override any other provision of these Articles), any lien on shares

which the Company may have shall not apply in respect of any shares which have been charged by way of security in favour of any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution ",

and the renumbering of existing Article 4 to 32 accordingly

### ORDINARY RESOLUTIONS

**THAT** the Company's entry into a senior facilities agreement to be made between, amongst others, Sportech PLC (the "**Parent**"), the Company and Bank of Scotland plc (the "**Facility Agreement**") (the latest draft of which has been made available for inspection to the sole member of the Company) and the terms of and the transactions contemplated by the Facility Agreement are **HEREBY APPROVED** in all respects with all such amendments or modifications of the Facility Agreement as any one director may, in his absolute discretion deem fit

**THAT** the Company's entry into an English law debenture in favour of the Security Agent (as defined in the Facility Agreement) (the "**English Law Debenture**") (the latest draft of which has been made available for inspection to the sole member of the Company) by which the Company and certain of the Parent's English subsidiaries would charge in favour of the Security Agent (as defined in the Facility Agreement) all of its assets and undertakings as security for the Parent's obligations under the Finance Documents (as defined in the Facility Agreement) (the "**Secured Liabilities**") and the terms of and the transactions contemplated by the English Law Debenture are **HEREBY APPROVED** in all respects with all such amendments or modifications of the English Law Debenture as any one director may, in his absolute discretion deem fit

**THAT** the Company's entry into an intercreditor agreement between, amongst others, the Parent, the Company and the Security Agent (as defined in the Facility Agreement) (the "**Intercreditor Agreement**") (the latest draft of which has been made available for inspection to the sole member of the Company) and the terms of and the transactions contemplated by the Intercreditor Agreement are **HEREBY APPROVED** in all respects with all such amendments or modifications of the Intercreditor Agreement as any one director may, in his absolute discretion deem fit

**THAT** the Company's entry into an ancillary facility agreement between, amongst others, Sportech Plc, the Company and Bank of Scotland Plc (the "**Ancillary Facility Agreement**") (the latest draft of which has been made available for inspection to the sole member of the Company) and the terms of and the transactions contemplated by the ancillary facility agreement are **HEREBY APPROVED** in all respects with all such amendments or modifications of the ancillary facility agreement as any one director may, in his absolute discretion deem fit

**THAT** the Company's entry into any document designated as a Finance Document (as defined in the Facility Agreement) by the Agent (as defined in the Facility Agreement) and the Company now or at any time in the future, any document which amends novates, supplements, restates or replaces any Finance Document (as defined in the Facility Agreement), and any other document from time to time creating, evidencing or entered into as security for, or supporting, any of the Finance Documents (as defined in the Facility Agreement) are **HEREBY APPROVED** in all respects with all such amendments or modifications of any such document as any one director may, in his absolute discretion deem fit

THAT the Directors have authority to approve the terms of, and the transactions contemplated by, the documents referred to in this resolution and any related document

SIGNED by

on behalf of FOOTBALL POOLS 1923 LIMITED

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Director

A handwritten signature in black ink, appearing to be 'S. Luff', written over the word 'Director'.