



Registration of a Charge

Company name: **Sportingbet Limited**

Company number: **03534726**



X61GA9GG

Received for Electronic Filing: **03/03/2017**

Details of Charge

Date of creation: **02/03/2017**

Charge code: **0353 4726 0014**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description: **CHARGE OVER SHARES IN SPORTINGBET HOLDINGS LIMITED
(NUMBER OF SHARES: 246,926,301; SHARE TYPE: ORDINARY;
CERTIFICATE NUMBER: 3)**

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: **ELLIE DERBYSHIRE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3534726

Charge code: 0353 4726 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2017 and created by Sportingbet Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2017 .

Given at Companies House, Cardiff on 6th March 2017

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**

WHITE & CASE

Dated 2 MARCH 2017

Charge over Shares

between

Sportingbet Limited
as Company

Wilmington Trust (London) Limited
as Security Agent

White & Case LLP
5 Old Broad Street
London EC2N 1DW

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This Charge is made on 2 MARCH 2017

Between:

- (1) Sportingbet Limited, a limited company incorporated and existing under the laws of England (registered number 03534726) with its registered office at 3rd Floor, 45 Moorfields, London EC2Y 9AE (the "**Company**"); and
- (2) Wilmington Trust (London) Limited as trustee for and on behalf of the Secured Creditors (the "**Security Agent**", which expression includes any person which is for the time being a trustee for the Secured Creditors for the purposes of this Charge).

Recitals:

- (A) The Lenders are willing to make loan facilities available to GVC Holdings PLC (the "**Borrower**") on the terms and subject to the conditions set out in the Facilities Agreement, one of those conditions being that the Company enters into this Charge as security for the Secured Obligations.
- (B) The board of directors of the Company is satisfied that the Company is entering into this Charge for the purposes of its business and that its doing so benefits the Company.
- (C) The Company and the Security Agent intend this Charge to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (D) The Security Agent holds the Security created by, and the benefit of, this Charge on trust for itself and the other Secured Creditors on the terms of this Charge and the Intercreditor Agreement.

1. Interpretation

1.1 Definitions

In this Charge (including in the recitals above) the following terms have the meanings given to them in this Clause.

"**Acceleration Event**" means the "Pari Passu Debt Acceleration Event" under and as defined in the Intercreditor Agreement.

"**CA 2006**" means the Companies Act 2006 (Act of Parliament).

"**Charged Property**" means the Initially Charged Shares and any other shares in the company specified in the Schedule to this Charge of which the Company is or becomes the beneficial or registered owner together with all dividends, stocks, shares, warrants, securities, rights, monies or other property accruing on or derived from such shares including any such property as may result from the exercise by the Security Agent of any of its rights under Clause 4.2 (*After Security Enforceable*).

"**Charged Shares**" means any shares from time to time forming part of the Charged Property.

"**Default Rate**" means the rate specified in clause 12.3 (*Default Interest*) of the Facilities Agreement.

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

"**Facilities Agreement**" means the senior facilities agreement dated on or around the date of this Charge and made between, amongst others, the Borrower, Nomura International plc as

the mandated lead arranger, Wilmington Trust (London) Limited as agent and security trustee and the financial institutions party thereto as lenders.

“Incremental Facility” shall bear the meaning given to that term in the Facilities Agreement.

“Initially Charged Shares” means all the shares in the company specified in the Schedule to this Charge of which the Company is the beneficial or registered owner on the date of this Charge, as described and identified in that Schedule.

“Intercreditor Agreement” means the intercreditor agreement dated on or around the date of this Charge and made between, amongst others, the Borrower, the Company, Nomura International plc as the mandated lead arranger, Wilmington Trust (London) Limited as agent and security trustee and the financial institutions party thereto as lenders.

“Legal Reservations” shall bear the meaning given to that term in the Facilities Agreement.

“Liability” means any obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by the Borrower and the Company of a payment, prepayment, repayment, redemption, defeasance or discharge of such obligations or liabilities on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

“Material Adverse Effect” shall bear the meaning given to that term in the Facilities Agreement.

“Pari Passu Documents” means the “Pari Passu Debt Documents” under and as defined in the Intercreditor Agreement including, without limitation to the generality of the foregoing, each Original Credit Facility Finance Document.

“Restrictions Notice” means a restrictions notice issued pursuant to paragraph 1(3) of Schedule 1B to the CA 2006.

“Receiver” means an administrative receiver, a receiver and manager or a receiver (whether appointed pursuant to this Charge or any statute, by a court or otherwise) of the Charged Property or any part of it.

“Relevant Interest” means, in respect of a company the shares of which form part of the Charged Property, a “relevant interest” within the meaning of paragraph 2 of Schedule 1B to the CA 2006.

“Revolving Facility Increase” shall bear the meaning given to that term in the Facilities Agreement.

“Secured Creditors” means the Security Agent, any Receiver or Delegate and each of the Pari Passu Creditors from time to time but, in the case of each Pari Passu Creditor, only if it (or, in the case of a Pari Passu Noteholder, its Creditor Representative) is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement in the appropriate capacity pursuant to Clause 17.9 (*Creditor/Creditor Representative Accession Undertaking*) of the Intercreditor Agreement.

“Secured Obligations” means all the Liabilities and all present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to the Secured Creditors (or any of them) under or in relation to any one or more of the Pari Passu Documents both actual or contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (including, without limitation, all Liabilities arising out of any Incremental Facility or any Revolving Facility Increase or any other extension, variation, modification, restatement or novation of such Pari Passu Documents whatsoever) provided that no Liability shall be included in the definition of “Secured Obligations” to the extent that, if it were so included, the Security created by this Charge (or any part thereof) or any other provision of this Charge would be unlawful or prohibited by any applicable law.

“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 Period” means the period beginning on the date of this Charge and ending on the date upon which the Security Agent is satisfied that:

- (a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Pari Passu Documents; and
- (b) the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

“Original Credit Facility Finance Documents” means the “Finance Documents” under and as defined in the Facilities Agreement.

“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“Warning Notice” means a warning notice given pursuant to paragraph 1(2) of Schedule 1B to the CA 2006.

1.2 Defined Terms

Unless this Charge provides otherwise, a term which is defined (or expressed to be subject to a particular construction) in the Facilities Agreement or in the Intercreditor Agreement shall have the same meaning (or be subject to the same construction) in this Charge.

1.3 References to Agreements

Unless otherwise stated, any reference in this Charge to any agreement or document (including any reference to this Charge or any other Pari Passu Document or to any agreement or document entered into pursuant to or in accordance with such agreement or document) shall be construed as a reference to:

- (a) such agreement or document as amended, restated, varied, novated or supplemented from time to time; and

- (b) any agreement or document whereby such agreement or document is so amended, restated, varied, novated or supplemented or which is entered into pursuant to or in accordance with any such agreement or document.

1.4 Certificates

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

1.5 Statutes

Any reference in this Charge to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been amended or re-enacted.

1.6 Implied Covenants

All security made with “full title guarantee” is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

1.7 Nominees

If the Security Agent causes or requires Charged Shares to be registered in the name of a nominee for the Security Agent, any reference in this Charge to the Security Agent shall, if the context so permits or requires, be construed as a reference to each of the Security Agent and such nominee.

1.8 Third Party Rights

- (a) Unless expressly provided to the contrary in this Charge, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “Third Parties Act”) to enforce or enjoy the benefit of any term of this Charge.
- (b) Notwithstanding any term of this Charge, the consent of any person who is not a party is not required to vary, rescind or terminate this Charge at any time.
- (c) Any Receiver or Delegate may, subject to this Clause 1.8 and the Third Parties Act, rely on any Clause of this Charge which expressly confers rights on it.

1.9 Clause and Schedule Headings

- (a) Unless otherwise stated, any reference in this Charge to a Clause or a Schedule shall be construed as a reference to a clause of or a schedule to this Charge.
- (b) Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Charge.

2. Covenant to Pay

2.1 Covenant to Pay

The Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Pari Passu Documents.

2.2 Interest

Without double counting in respect of default interest due on any overdue amount under the terms of any other Pari Passu Document, any Secured Obligation which is owed by the Company under this Charge and is not paid when due shall bear interest at the Default Rate

from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Company on demand of the Security Agent.

3. Charge

3.1 Charge

The Company charges with full title guarantee the Charged Property to the Security Agent to hold the same on trust for the Secured Creditors on the terms set out in the Intercreditor Agreement as security for the payment and discharge of the Secured Obligations.

3.2 Deposit of Share Certificates

On the date of this Charge, the Company shall deposit with the Security Agent all share certificates and other documents of title relating to the Initially Charged Shares together with stock transfer forms in respect of the Initially Charged Shares duly executed in blank by or on behalf of the Company.

3.3 Further Shares

Promptly following its becoming the beneficial or registered owner of any Charged Shares (other than the Initially Charged Shares) the Company shall ensure that such Charged Shares (unless already so registered) are registered in the name of the Company and shall promptly notify the Security Agent of such circumstances and deposit with the Security Agent any share certificates and other documents of title representing such Charged Shares together with blank stock transfer forms in respect of such Charged Shares duly executed by or on behalf of the Company.

3.4 Calls on Shares

The Company shall pay when due all calls or other requests for payments made in respect of any of the Charged Property, but if the Company fails to make any such payment the Security Agent may (but shall not be obliged to) make such payment on behalf of the Company and if the Security Agent does so the Company shall promptly on demand of the Security Agent pay to the Security Agent an amount equal to such payment.

4. Dividends, Voting and Information

4.1 Before Security Enforceable

Unless and until the Security created by this Charge has become enforceable, the Company shall continue to be entitled to:

- (a) receive and retain all dividends, interest and other monies arising from the Charged Property; and
- (b) exercise all voting rights in relation to the Charged Shares;

provided that the Company shall not exercise such voting rights, or otherwise permit or agree to (i) any variation of the rights attaching to or conferred by all or any part of the Charged Property or (ii) any increase in the issued share capital of any company whose shares are charged pursuant to this Charge, in any manner which, in the opinion of the Security Agent, would, or would be reasonably likely to, impair the value of, or prejudice the ability of the Security Agent to realise, the Security created by this Charge.

4.2 After Security Enforceable

At any time after the Security created by this Charge has become enforceable, the Security Agent shall be entitled to cause the Charged Shares to be registered in its name and may at its discretion (in the name of the Company or otherwise and without any further consent or authority from the Company):

- (a) exercise or refrain from exercising any voting rights in respect of the Charged Shares and revoke, or cause to be revoked, any proxies given pursuant to Clause 4.1 (*Before Security Enforceable*);
- (b) apply all dividends, interest and other monies arising from the Charged Property as if they were proceeds of sale under this Charge;
- (c) exercise or refrain from exercising the rights of a legal owner of the Charged Property, including the right, in relation to any company whose shares or other securities are included in the Charged Property, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the realisation, modification or variation of any rights or liabilities attaching to any such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any such shares or securities,

in each case in such manner and on such terms as the Security Agent may think fit.

4.3 Information

If the Company receives a balance sheet, profit and loss account or any notice, report, statement or circular sent or delivered by the issuer of any Charged Share to its members, it shall promptly deliver a copy to the Security Agent.

5. Continuing Security

5.1 Continuing and Independent Security

This Charge shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Agent or any other Secured Creditor may have at any time for the Secured Obligations or any of them.

5.2 New Accounts

If the Security Agent receives notice of any Security created or arising after the date of this Charge in respect of the Charged Property or any part of it or makes demand of the Company for payment of any or all of the Secured Obligations:

- (a) the Security Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and
- (b) thereafter any amounts paid by the Company to the Security Agent in respect of the Secured Obligations, or realised or recovered by the Security Agent under this

Charge, shall be credited to a new account (or be treated as having been so credited) and not applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations.

5.3 Avoidance of Payments

Where any release, discharge or other arrangement in respect of any Secured Obligation or any Security any Secured Creditor may have for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid, whether in an insolvency, liquidation or otherwise and whether or not such Secured Creditor has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Charge and the Security created by this Charge shall continue as if such release, discharge or other arrangement had not been given or made.

5.4 Immediate Recourse

Neither the Security Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it by this Charge or by law to seek to recover amounts due from the Company or to exercise or enforce any other rights or Security it may have in respect of the Secured Obligations or any of them.

5.5 Waiver of Defences

Neither the obligations of the Company under, nor the Security created by, this Charge and the rights, powers and remedies conferred on the Security Agent by this Charge or by law shall be discharged, impaired or otherwise affected by reason of:

- (a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any other person;
- (b) any of the Secured Obligations or any other Security which the Security Agent or any other Secured Creditor may have in respect of the Secured Obligations or any of them being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted to or agreed with the Borrower or any other person with regard to the Secured Obligations or any of them or with regard to any other Security which the Security Agent or any other Secured Creditor may have in respect of the Secured Obligations or any of them;
- (d) any change in the terms or amount of, or any waiver or release of, the Secured Obligations or any of them or any other Security, guarantee or indemnity which the Security Agent or any other Secured Creditor may have in respect of the Secured Obligations or any of them;
- (e) any total or partial failure to take or perfect any Security which is offered or proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other Security, guarantee or indemnity which the Security Agent or any other Secured Creditor may have in respect of the Secured Obligations or any of them; or
- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Company under this Charge, the Security created by this Charge or any of the rights, powers and remedies conferred on the Security Agent by this Charge or by law.

5.6 No Competition

Any right which the Company may have (a) by way of subrogation, contribution or indemnity in relation to the Secured Obligations or (b) otherwise to claim or prove as a creditor of the Borrower or any other person or its estate in competition with the Security Agent or any other Secured Creditor, shall be exercised by the Company only if and to the extent that the Security Agent so requires and in such manner and upon such terms as the Security Agent may specify and the Company shall hold any moneys, rights or Security held or received by it as a result of the exercise of any such rights on trust for the Security Agent for application in accordance with the terms of this Charge as if such moneys, rights or Security were held or received by the Security Agent under this Charge.

5.7 Appropriation

Neither the Security Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Security Agent for application pursuant to the terms of this Charge.

6. Representations and Warranties

The Company makes the representations and warranties set out in Clauses 6.1 (*Status and Due Authorisation*) to 6.12 (*PSC*) and acknowledges that the Security Agent has entered into this Charge in reliance on those representations and warranties.

6.1 Status and Due Authorisation

It is a limited liability company, duly incorporated under the laws of England with power to enter into this Charge and to exercise its rights and perform its obligations under this Charge and all corporate and other action required to authorise its execution of this Charge and its performance of its obligations under this Charge has been duly taken.

6.2 Binding Obligations

The obligations expressed to be assumed by it in this Charge are, subject to Legal Reservations, legal and valid obligations binding on and enforceable against it in accordance with the terms of this Charge which constitutes a first priority fixed charge over the Charged Property and no limit on its powers will be exceeded as a result of the creation of the Security created by, or its performance of its obligations under, this Charge.

6.3 No Conflicts

Its execution of this Charge and the exercise of its rights and performance of its obligations under this Charge do not and will not, (i) conflict with any applicable law, regulation or official or judicial order; or (ii) any agreement, deed, mortgage, bond or other instrument to which it is a party or which is binding upon it or any of its assets to an extent which would have a Material Adverse Effect; or (iii) except as provided in the *Pari Passu Documents*, result in a requirement for the creation of any Security over any of its assets.

6.4 All Actions Taken

All acts, conditions and things required to be done, fulfilled and performed in order (a) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Charge, (b) to ensure that the obligations expressed to be assumed by it in this Charge are legal, valid and binding and (c) to make this Charge admissible in evidence in England, have been done, fulfilled and performed.

6.5 No Deductions or Withholdings

Under the laws of England and Wales in force at the date of this Charge, it will not be required to make any deduction for or withholding on account of tax from any payment it may make under this Charge.

6.6 No Filing or Stamp Taxes

Under the laws of England and Wales, it is not necessary that this Charge be filed, recorded or enrolled with any court or other authority in England or that any stamp, registration or similar tax be paid on or in relation to this Charge save to the extent that it constitutes a charge over book debts and/or a floating charge and is therefore registrable under the CA 2006.

6.7 No Winding-Up

It has not taken any corporate action nor have any other steps been taken or legal proceedings been started or (to the best of its knowledge and belief) threatened against it for its winding-up, dissolution, administration or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues and no other steps which are similar or which would have a similar effect have been taken in its jurisdiction of incorporation or elsewhere.

6.8 No Adverse Interests

Subject only to the Security created by this Charge, no person other than the Company has any legal or beneficial interest (or any right to claim any such interest) in the Charged Property and the Company has not received notice of any such claim.

6.9 No Disposals

Save as contemplated in this Charge, it has not transferred, mortgaged, charged or otherwise disposed of (or agreed to transfer, mortgage, charge or otherwise dispose of), whether by way of security or otherwise, all or any of its right, title and interest in and to or the benefit of the Charged Property or any part of it.

6.10 The Charged Shares

Each Charged Share is fully paid or credited as fully paid, no calls have been made in respect thereof and remain unpaid and the terms of each Charged Share and of the Memorandum and Articles of Association of the issuer of such Charged Share do not restrict or otherwise limit the Company's right to transfer or charge such Charged Share.

6.11 No Security from the Borrowers

It has not requested or taken any Security from the Borrower for any Liabilities owed to it by the Borrower.

6.12 PSC

No Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Charged Shares.

6.13 Repetition

The representations and warranties set out in Clauses 6.1 (*Status and Due Authorisation*) to 6.4 (*All Actions Taken*):

- (a) shall survive the execution of each Pari Passu Document and each drawdown under the Pari Passu Documents; and

- (b) are made on the date of this Charge and are deemed to be repeated on each day during the Security Period with reference to the facts and circumstances then existing.

7. Undertakings

7.1 Authorisations

The Company shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws of England to enable it lawfully to enter into and perform its obligations under this Charge and to ensure the legality, validity, enforceability and admissibility in evidence in England of this Charge.

7.2 Negative Pledge

The Company will not:

- (a) create or permit to subsist any Security over all or part of the Charged Property; or
- (b) dispose of any part of the Charged Property.

7.3 PSC

The Company shall comply with all of its obligations under:

- (a) Schedule 1A and Schedule 1B of the CA 2006; and
- (b) Part 21A of the CA 2006 and any notice issued or given to it thereunder and within the timeframe specified in such notice,

in each case, in respect of any Charged Shares.

7.4 Communication

- (a) The Company shall promptly, with respect to any notice (including any Warning Notice or Restrictions Notice) issued under Part 21A, Schedule 1A or Schedule 1B of the CA 2006 in respect of any Charged Share, provide to the Security Agent a copy of that notice.
- (b) The Company shall not make any application to the court under Schedule 1B to the CA 2006 in respect of any Relevant Interests, whether such Relevant Interests are held by it or held by any person with respect to it, without first consulting with the Security Agent and, in any event, shall not make any such application in a manner which would be adverse to the interests of the Secured Creditors, provided that compliance by the Company of this paragraph (b) does not result in a breach by it of the CA 2006 or any other applicable law.
- (c) The Company shall provide reasonable assistance to the Security Agent with any application to the court that it makes under Schedule 1B to the CA 2006 in respect of any Relevant Interests, whether such Relevant Interests are held by it or held by any person with respect to it, and provide the Security Agent with all information, documents and evidence that it may reasonably request in connection with the same provided that, in each case, to do so would not result in a breach of the CA 2006 or any other applicable law.

8. Further Assurance

The Company shall from time to time and at its own expense give all such assurances and do all such things as the Security Agent may require or consider desirable to enable the Security Agent to perfect, preserve or protect the security created or intended to be created by this Charge or to enable any Secured Creditor to exercise any of the rights conferred on such Secured Creditor by this Charge or by law and to that intent the Company shall execute all such instruments, deeds and agreements and give all such notices and directions as the Security Agent may consider expedient. The obligations of the Company under this Clause 8 are in addition to the covenants for further assurance implied by the Law of Property (Miscellaneous Provisions) Act 1994.

9. Enforcement of Security

9.1 Security Enforceable

The Security created by this Charge shall become immediately enforceable if an Acceleration Event has occurred.

9.2 Enforcement

At any time after the Security created by this Charge has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Security created by this Charge and exercise any of the rights conferred on it by this Charge or by law at such times and in such manner as it thinks fit.

9.3 Power of Sale

At any time after the Security created by this Charge has become enforceable, the Security Agent may (without notice to the Company) sell or otherwise dispose of the Charged Property or any part of it and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Charge.

9.4 Statutory Powers

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date of this Charge.

9.5 Law of Property Act

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Charge or to any exercise by the Security Agent of its right to consolidate mortgages or its power of sale.

9.6 Realisation Accounts

If the Security Agent (whether by appointment of a Receiver or otherwise) enforces the Security created by this Charge, the Security Agent (or such Receiver) may open and maintain with such banks or other financial institutions as it thinks fit one or more realisation accounts and pay any moneys it holds or receives under or pursuant to this Charge into any such realisation account pending the application of such moneys pursuant to Clause 11 (*Application of Proceeds*).

9.7 Registration of Shares

The Security Agent shall be entitled at any time after the Security created by this Charge has become enforceable to complete any stock transfer forms then held by the Security Agent pursuant to this Charge in the name of the Security Agent and the Company shall do whatever

the Security Agent requires in order to procure the prompt registration of such transfer and the prompt issue of a new certificate or certificates for the relevant Charged Shares in the name of the Security Agent.

9.8 Financial Collateral Arrangements

To the extent that the Charged Shares constitute “financial collateral” and this Charge constitutes a “security financial collateral arrangement” (as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No.3226)), the Security Agent may appropriate all or any part of the Charged Shares in or towards satisfaction of the Secured Obligations, the value of the property so appropriated being such amount as the Security Agent shall determine in a commercially reasonable manner.

10. Receivers

10.1 Appointment of Receivers

The Security Agent may, at any time after the Security created by this Charge has become enforceable or if a petition is presented for the making of an administration order in relation to the Company or the Company requests it to do so, by written instrument and without notice to the Company, appoint any one or more persons as Receiver of all or any part of the Charged Property.

10.2 Status of a Receiver

Each Receiver shall be entitled to act and to exercise his or her powers individually as well as jointly and shall for all purposes be deemed to be the agent of the Company and as such be deemed to be in the same position as a receiver appointed by a mortgagee under the Law of Property Act 1925.

10.3 Powers of a Receiver

In addition to the powers conferred on the Security Agent by this Charge, each Receiver shall have in relation to the property in respect of which such Receiver was appointed (a) all the powers conferred by the Law of Property Act 1925 on a receiver appointed under that Act and (b) (whether or not such Receiver is an administrative receiver) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986.

10.4 Removal and Remuneration of Receivers

The Security Agent may, whenever it may deem it expedient, by written instrument (a) terminate the appointment of any Receiver appointed by it and (b) appoint a new Receiver in the place of any Receiver whose appointment has been terminated and may from time to time fix the remuneration of any Receiver appointed by it without the limitations imposed by Section 109 of the Law of Property Act 1925. The Company shall be solely responsible for the payment of the remuneration of any Receiver appointed pursuant to this charge.

10.5 Security Agent's Rights

To the fullest extent permitted by law, all or any of the powers, authorities and discretions of a Receiver in respect of the Charged Property may, if a Receiver has been or could have been appointed, be exercised by the Security Agent in relation to the whole or any part of the Charged Property whether or not a Receiver is or has been appointed.

11. Application of Proceeds

Any moneys held or received by the Security Agent (or by any Receiver) under or pursuant to this Charge shall be applied by the Security Agent (or by such Receiver) in accordance with the terms of the Intercreditor Agreement.

12. Power of Attorney

12.1 Appointment

By way of security for the performance of its obligations under this Charge, the Company irrevocably appoints each of the Security Agent and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Company is obliged to do under the terms of this Charge or which such attorney considers necessary or desirable in order to enable the Security Agent, any Receiver or such attorney to exercise the rights conferred on it by or pursuant to this Charge or by law.

12.2 Ratification

The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Charge shall do in its capacity as such.

13. Protection of Security Agent and Receivers

13.1 No Liability as Mortgagee in Possession

Neither the Security Agent nor any Receiver shall, by reason of its or such Receiver's entering into possession of all or any part of the Charged Property, be liable to account as mortgagee in possession or otherwise be liable for any loss of any kind or for any default or omission for which a mortgagee in possession might be liable.

13.2 Receivers and Mortgagees

Each Receiver and the Security Agent shall be entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 (as extended by this Charge) on receivers (when such receivers have been duly appointed thereunder) and mortgagees and the Company alone shall be responsible for the Security Agent's and each Receiver's contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by either of them and none of the Secured Creditors shall incur any liability therefor (either to the Company or to any other person).

14. Protection of Third Parties

No purchaser or other person or company dealing with the Security Agent or any Receiver or the agents of any of them shall have any need to enquire whether the Secured Obligations have become due and payable, whether any power which the Security Agent or any Receiver is purporting to exercise has become exercisable or whether any of the Secured Obligations remains outstanding nor to have regard to the application of any money paid to the Security Agent or to such Receiver.

15. Delegation by Security Agent

The Security Agent may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and

discretions which are for the time being exercisable by the Security Agent under this Charge in relation to all or any part of the Charged Property. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Security Agent may think fit. The Security Agent shall not be in any way liable or responsible to the Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

16. Redemption of Prior Mortgages

The Security Agent may, at any time after the Security created by this Charge has become enforceable, redeem any prior encumbrance over all or any part of the Charged Property or procure the transfer of such encumbrance to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Company. All principal interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Company to the Security Agent on demand.

17. Release of the Security

After the end of the Security Period, the Security Agent shall, at the request and cost of the Company, execute all such documents and do all such other things as may be required to release the Security created by this Charge, in each case without recourse to or any representation or warranty by or from the Security Agent.

18. Payments

18.1 Grossing Up

- (a) Each payment made by the Company to the Security Agent under this Charge shall be made free and clear of and without deduction or withholding for or on account of Tax unless the Company is required by law to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Company in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Security Agent receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.
- (b) If the Company is required to make a deduction or withholding of tax pursuant to paragraph (a) above, the Company shall make that deduction or withholding and any payment required in connection with such deduction or withholding within the time allowed and in the minimum amount required by law.

18.2 Payments without Set-Off

Any payment made by the Company under this Charge shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

18.3 Manner of Payment

Each payment made by the Company under this Charge shall be paid in the manner in which payments are to be made by the Borrower under the Facilities Agreement.

19. Costs and Expenses

19.1 Transaction Costs

The Company shall promptly on demand pay the Secured Creditors the amount of all costs and expenses inclusive of VAT and disbursements (including agreed legal fees (subject to any agreed caps)) reasonably incurred by them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution and perfection of this Charge and the implementation of the arrangements contemplated by this Charge.

19.2 Taxes

The Company shall promptly pay, and within three Business Days of demand, indemnify each Secured Creditor against any cost, loss or liability that Secured Creditor incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Charge.

19.3 Enforcement Costs

The Company shall, within five Business Days of demand, pay to the Security Agent (and any Receiver or Delegate) the amount of all costs (including legal fees) which the Security Agent or a Receiver may incur in connection with the preservation of any rights under, exercise or enforcement by the Security Agent or Receiver of the Security created by this Charge or the exercise or enforcement by the Security Agent or a Receiver of any of the rights of the Secured Creditors and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Security created by this Charge or enforcing these rights.

19.4 Value Added Tax

The following provisions shall apply:

- (a) all amounts expressed to be payable under this Charge by the Company to a Secured Creditor shall be exclusive of any VAT;
- (b) if VAT is chargeable on any supply made by a Secured Creditor to the Company under this Charge (whether that supply is taxable pursuant to the exercise of an option or otherwise), the Company shall pay to that Secured Creditor (in addition to and at the same time as paying that amount) an amount equal to the amount of the VAT as further consideration; and
- (c) where this Charge requires the Company to reimburse a Secured Creditor for any costs or expenses, the Company shall reimburse or indemnify the Secured Creditor for the full amount of those costs or expenses incurred referable to VAT charged thereon, save to the extent that such Secured Creditor determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

20. Assignments and Transfers

20.1 The Company's Rights

None of the rights and benefits of the Company under this Charge shall be capable of being assigned or transferred and the Company undertakes not to seek to assign or transfer all or any of such rights and benefits.

20.2 The Security Agent's Rights

The Security Agent may assign or transfer all or any of its rights and benefits under this Charge without the consent of the Company.

21. Remedies and Waivers

No failure by the Security Agent to exercise, nor any delay by the Security Agent in exercising, any right or remedy under this Charge shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

22. Set-Off

22.1 Right to Set-Off

Each Secured Creditor may set off any rights in respect of any Secured Obligation which is due and payable against any liability (whether or not due and payable) of such Secured Creditor to the Company, regardless of the place of payment, booking branch or currency of such obligation, and may in order to do so convert, at such time as it considers appropriate, an amount in one currency into an amount in another currency at such rate of exchange as is then available to it.

22.2 No Obligation

No Secured Creditor shall be obliged to exercise any right given to it by Clause 22.1 (*Right to Set-Off*).

23. Additional Provisions

23.1 Partial Invalidity

If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect or any or all of the Security created by this Charge is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Charge or the effectiveness in any other respect of the Security created by this Charge under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of such Security created by this Charge under the law of any other jurisdiction.

23.2 Potentially Avoided Payments

If the Security Agent determines that an amount paid to a Secured Creditor under any *Pari Passu* Document is capable of being avoided or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Charge, such amount shall be regarded as not having been paid.

23.3 Currency Conversion

In order to apply any sum held or received by the Security Agent or a Receiver in or towards payment of the Secured Obligations, the Security Agent or such Receiver may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such

time as it considers appropriate, the Security Agent or such Receiver is able to effect such purchase.

23.4 Currency Indemnity

If any sum due from the Company under this Charge or any order or judgment given or made in relation to this Charge has to be converted from the currency (the “**first currency**”) in which the same is payable under this Charge or under such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Company, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Charge, the Company shall indemnify and hold harmless each Secured Creditor from and against any loss it suffers or incurs as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Secured Creditor may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

23.5 Rights Cumulative

The rights and remedies provided by this Charge are cumulative and not exclusive of any rights or remedies provided by law.

23.6 Security Agent

- (a) The Security Agent executes this Charge in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement for and on behalf of the Secured Creditors for which it acts. It will exercise its powers and authority under this Charge in the manner provided for in the Intercreditor Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, indemnities and benefits conferred on it under the Intercreditor Agreement.
- (b) The Security Agent shall not owe any fiduciary duties to the Company.
- (c) Notwithstanding any other provision of this Charge, in acting under and in accordance with this Charge, the Security Agent is entitled to seek instructions from the Secured Creditors in accordance with the provisions of the Intercreditor Agreement at any time and, where it so acts on the instructions of the Secured Creditors, the Security Agent shall not incur any liability to any person for so acting.
- (d) The powers conferred on the Security Agent under this Charge are solely to protect the interests of the Secured Creditors of the Security and shall not impose any duty upon the Security Agent or any Secured Creditor to exercise any such powers.

24. Notices

24.1 Communications in Writing

Each communication to be made under this Charge shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

24.2 Giving of Notice

Any communication or document to be made or delivered by one person to another pursuant to this Charge shall (unless that other person has by fifteen days’ written notice to the other specified another address or fax number) be made or delivered to that other person at the address or fax number identified with its signature or other form of execution below and shall be deemed to have been made or delivered when despatched (in the case of any

communication made by fax) or (in the case of any communication made by letter) when left at that address or (as the case may be) five days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

24.3 Notices to the Security Agent

Any communication or document to be made or delivered to the Security Agent shall be effective only when received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below or such other department or officer as the Security Agent shall from time to time specify for this purpose.

25. Governing Law

This Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

26. Counterparts and Effectiveness

26.1 Counterparts

This Charge may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

26.2 Effectiveness

This Charge shall take effect and be delivered as a deed on the date on which it is stated to be made.

In Witness Whereof this Charge has been executed as a deed by the Company and has been signed on behalf of the Security Agent.

Schedule 1

The Initially Charged Shares

Company Name: Sportingbet Holdings Limited Company No: 07264739

Number of Shares	Share Type	Certificate Number(s)
246,926,301	Ordinary	3

Signatories

The Company

Executed as a Deed by Sportingbet Limited
acting by William Langton,
a director, in the presence of:

}

.....
Director

.....
Signature of witness

Name of witness: FIONA PEREZ

Address of witness:

Occupation of witness:

Fax:

The Security Agent

**Executed by WILMINGTON TRUST
(LONDON) LIMITED**

}



**Sajada Afzal
Vice President....**

Authorised Signatory

Address: Third Floor, 1 King's Arms Yard
London EC2R 7AF
United Kingdom

Email: SAfzal@wilmingtontrust.com

Fax: + 44 (0) 207 3973 601

Attention: Sajada Afzal