



Registration of a Charge

Company Name: **SPORTINGBET LIMITED**

Company Number: **03534726**



XBJEXJ5V

Received for filing in Electronic Format on the: **22/12/2022**

Details of Charge

Date of creation: **22/12/2022**

Charge code: **0353 4726 0017**

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

Brief description: **NONE**

Contains fixed charge(s).

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: **HEE-CHAN KANG**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3534726

Charge code: 0353 4726 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2022 and created by SPORTINGBET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2022 .

Given at Companies House, Cardiff on 30th December 2022

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**

DATED: 22 December 2022

SPORTINGBET LIMITED
as Company

and

WILMINGTON TRUST (LONDON) LIMITED
as Security Agent

CHARGE OVER SHARES

MORRISON FOERSTER

A LIMITED LIABILITY PARTNERSHIP

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THIS CHARGE (this “Charge”) is made on 22 December 2022

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, One New Change, London EC4M 9AF (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).

BACKGROUND

- (A) The Chargors enter into this Deed in connection with the Facilities Agreement and Additional Facility Notice and the Second Senior Facilities Agreement and the Second Additional Facilities Notice, the Third Additional Facilities Notice, the Fourth Additional Facilities Notice and the Fifth Additional Facilities Notice (each as defined below).
- (B) 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.
- (C) 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.
- (D) This Charge is supplemental to the Existing Charge and the Existing Supplemental Charges (each as defined below).

IT IS AGREED as follows:

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:

- (a) to the extent this Charge constitutes Senior Unsecured Shared Security, “Acceleration Event” as defined in the Intercreditor Agreement; or
- (b) to the extent this Charge constitutes Transaction Security other than Senior Unsecured Shared Security, “Acceleration Event” as defined in the Intercreditor Agreement but excluding a Senior Unsecured Acceleration Event.

“**Additional Facility Notice**” means the additional facility notice in respect of the Facilities Agreement dated 22 December 2017 (and as amended and restated on 16 March 2018), among others, Entain plc to Wilmington Trust (London) Limited as Agent.

“**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 1 (*The Initially Charge Shares*) 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 (regardless of whether the Facilities Agreement has been repaid, discharged or otherwise cancelled in whole or in part).

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

“Existing Charge” means the charge over shares made on 2 March 2017 by Sportingbet Limited in favour of Wilmington Trust (London) Limited.

“Existing Supplemental Charges” means the First Existing Supplemental Charge and the Second Existing Supplemental Charge.

“Existing Security Agreements” means the Existing Charge and the Existing Supplemental Charges.

“Facilities Agreement” means the senior facilities agreement originally dated 2 March 2017 (as amended pursuant to an amendment and restatement agreement dated 5 December 2017) and made between, amongst others, the Borrower, Nomura International plc and Deutsche Bank AG, London Branch as the mandated lead arrangers, Wilmington Trust (London) Limited as agent and security trustee and the financial institutions party thereto as lenders.

“Fifth Additional Facilities Notice” means the EUR additional facility notice in respect of the Second Senior Facilities Agreement dated 22 December 2022 between, among others, Entain plc and Wilmington Trust (London) Limited as Agent.

“First Existing Supplemental Charge” means the charge over shares made on 19 December 2017 by Sportingbet Limited in favour of Wilmington Trust (London) Limited.

“Fourth Additional Facilities Notice” means the USD additional facility notice in respect of the Second Senior Facilities Agreement dated 16 December 2022 between, among others, Entain plc and Wilmington Trust (London) Limited as Agent.

“Initially Charged Shares” means all the shares in the company specified in the Schedule 1 (*The Initially Charge Shares*) 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 1 (*The Initially Charge Shares*).

“Intercreditor Agreement” means the intercreditor agreement originally dated 2 March 2017 (as amended pursuant to an amendment and restatement agreement dated 5 December 2017) and made between, amongst others, the Borrower, the Company, Nomura International plc and Deutsche Bank AG, London Branch as the mandated lead arrangers, 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.

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

“Receiver” means 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.

“Second Senior Facilities Agreement” means the senior term and revolving facilities agreement originally dated 7 July 2021 between, among others, Entain plc as company and Wilmington Trust (London) Limited as agent and security agent as amended and/or amended and restated from time to time.

“Second Additional Facility Notice” means the additional facility notice in respect of the Second Senior Facilities Agreement dated 16 July 2021 between, among others, Entain plc and Wilmington Trust (London) Limited as Agent.

“Second Existing Supplemental Charge” means the charge over shares made on 3 September 2021 by Sportingbet Limited in favour of Wilmington Trust (London) Limited.

“Secured Creditors” has the meaning given to the term “Secured Parties” in the Intercreditor Agreement.

“Secured Debt Documents” means:

- (a) to the extent this Charge constitutes Senior Unsecured Shared Security, the “Secured Debt Documents” as defined in the Intercreditor Agreement; and
- (b) to the extent this Charge constitutes Transaction Security other than Senior Unsecured Shared Security, “Secured Debt Documents” as defined in the Intercreditor Agreement but excluding any Senior Unsecured Finance Documents.

“Secured Obligations” shall bear 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 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 any borrower under any of the Secured Debt Documents; and
- (b) the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

“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).

“Third Additional Facilities Notice” means the additional facility notice in respect of the Second Senior Facilities Agreement dated 25 October 2022 between, among others, Entain plc and Wilmington Trust (London) Limited as Agent.

“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 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 Secured Debt 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 Existing Charge

- (a) This Charge is entered into without prejudice to the Security created by and the terms of the Existing Security Agreements.
- (b) The Company and the Security Agent agree and acknowledge that:
 - (i) for so long as the Existing Security Agreements have not been released or discharged (or otherwise cancelled, set aside or avoided) in respect of the Company only, the Security created by this Charge shall be subject to the prior ranking of the Existing Security Agreements; and
 - (ii) if the Existing Security Agreements are subsequently released or discharged (or otherwise cancelled, set aside or avoided) the Security Agent shall hold (and the Company shall be deemed to have delivered) all deeds, documents of title and evidence of ownership relating to the Shares that have previously been delivered to the Security Agent pursuant to the Existing Security Agreements and which remain in the Security Agent's possession pursuant to the terms of this Charge pursuant to the terms of this Charge.

1.10 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 Secured Debt Documents.

2.2 Interest

Without double counting in respect of default interest due on any overdue amount under the terms of any other Secured Debt 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 (subject, for the avoidance of doubt, to any security or other interests granted under the Existing Security Agreements) 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 Deposit of Share Certificates under Existing Security Agreements

For the avoidance of doubt, any certificates, documents of title or share transfers delivered to the Security Agent prior to the date of the Charge pursuant to the terms of the Existing Security Agreements shall be deemed to have been delivered to the Security Agent hereunder.

3.4 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.

3.5 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 of 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 any borrower under the Secured Debt Documents or any other person or any change in the status, function, control or ownership of any borrower under the Secured Debt Documents 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 any borrower under the Secured Debt Documents 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 any borrower under the Secured Debt Documents 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 (*No Adverse Interests*) and 6.3 (*PSC*) to the Security Agent on the date of this Charge and on each date that the Repeating Representations are repeated under the Facilities Agreement or the Second Senior Facilities Agreement and acknowledges that the Security Agent has entered into this Charge in reliance on those representations and warranties.

6.1 No Adverse Interests

Subject only to the Security created by this Charge and by the Existing Security Agreements, 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.

6.2 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.

6.3 PSC

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

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, except, in each case, as permitted by the Facilities Agreement and the Second Senior Facilities Agreement.

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, subject to the Agreed Security Principles, 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) as amended), 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 (regardless of whether the Facilities Agreement has been repaid, discharged or otherwise cancelled in whole or in part).

19. ASSIGNMENTS AND TRANSFERS

19.1 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.

19.2 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.

20. 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.

21. ADDITIONAL PROVISIONS

21.1 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.

21.2 Potentially Avoided Payments

If the Security Agent determines that an amount paid to a Secured Creditor under any Secured Debt 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.

21.3 Rights Cumulative

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

21.4 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.

22. NOTICES

22.1 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.

22.2 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.

22.3 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.

23. 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.

24. JURISDICTION

24.1 Courts of England

Each of the Company and the Security Agent irrevocably agrees for the benefit of the Security Agent that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Charge or any non-contractual obligations arising out of or in connection with this Agreement (respectively, "Proceedings" and "Disputes") and, for such purposes, irrevocably submits to the jurisdiction of such courts.

24.2 Appropriate Forum

The Company irrevocably waives any objection which it might now or hereafter have to Proceedings being brought or Disputes settled in the courts of England and agrees not to claim that any such court is not a convenient or appropriate forum.

24.3 Proceedings in Other Jurisdictions

Nothing in Clause 24.1 (*Courts of England*) shall (and nor shall it be construed so as to) limit the right of the Security Agent to take Proceedings against the Company in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

24.4 General Consent

The Company consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings including the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

24.5 Waiver of Immunity

To the extent that the Company may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself, its assets or revenues such immunity (whether or not claimed), the Company irrevocably agrees not to claim, and irrevocably waives, such immunity to the full extent permitted by the laws of such jurisdiction.

25. COUNTERPARTS AND EFFECTIVENESS

25.1 Counterparts

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

25.2 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

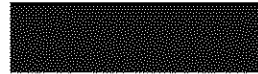
Number of Shares	Share Type
100 shares of £0.01 each following a capital reduction	Ordinary

SIGNATURE PAGE

The Company

**Executed as a Deed by
SPORTINGBET LIMITED**


)
)
)



Director

Name: Stuart Smith

Title:



Director

Name: Charlie Sutters

Title:

The Security Agent

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

)
)



Authorised Signatory

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

Email: LMARICONDA@wilmingtontrust.com

Attention: Lisa Mariconda

[Signature page for English law charge over shares by Sportingbet Limited]