

MG01

Particulars of a mortgage or charge

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iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



L1DZ27FE

LD7

26/07/2012

#4

COMPANIES HOUSE

1

Company details

Company number

0 7 1 1 9 6 9 7

Company name in full

SPORTECH HOLDCO 2 LIMITED (the **Chargor**)



Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

01 08 2007 20 01 20

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A New York share pledge agreement between, amongst others, the Chargor
and the Security Agent (as defined below), dated 18 July 2012 (the
Security Agreement)

4

Amount secured

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

Amount secured

Please see continuation page attached

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name BANK OF SCOTLAND PLC (the **Security Agent**)

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars Please see continuation pages attached.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP.* X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Angela Wing (0033364-0000109)

Company name Allen & Overy LLP on behalf
of the Security Agent

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 0203 088 0000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>1.1 Secured Liabilities</p> <p>Each obligation and liability whether</p> <p>(a) present or future, actual, contingent or unliquidated, or</p> <p>(b) owed jointly or severally (or in any other capacity whatsoever),</p> <p>of each Obligor to any Secured Party under or in connection with each Finance Document is a Secured Liability</p> <p>1.2 Specification of Secured Liabilities</p> <p>The Secured Liabilities include any liability or obligation for</p> <p>(a) repayment of the principal of any Loan,</p> <p>(b) payment of interest and any other amount payable under the Credit Agreement,</p> <p>(c) payment and performance of all other obligations and liabilities of any Obligor under the Finance Documents,</p> <p>(d) payment of any amount owed under any amendment, modification, renewal, extension or novation of any of the above obligations, and</p> <p>(e) payment of an amount which arises after a petition is filed by, or against, the Chargor or any other Obligor under the US Bankruptcy Code of 1978 even if the obligations do not accrue because of the automatic stay under Section 362 of the US Bankruptcy Code of 1978 or otherwise</p> <p>(Each term as defined above, or in the continuation pages to Section 6 (Short Particulars) of this Form MG01)</p> <p>(The clauses above, together, the Secured Liabilities)</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF PLEDGE AND SECURITY

1.1 Security interest

As security for the prompt and complete payment and performance of the Secured Liabilities when due (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise) and to induce the Lenders to make the Loans, the Chargor pledges to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties a continuing security interest in, the Pledged Collateral

1.2 General

(a) All the Security created by the Security Agreement

(1) is continuing security for the irrevocable and indefeasible payment in full of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part,

(11) is in addition to, and not in any way prejudiced by, any other security now or subsequently held by any Secured Party

(b) The Security Agreement is enforceable against the Chargor to the maximum extent permitted by the fraudulent transfer laws

2. THE PLEDGED COLLATERAL

Except as expressly permitted by the Credit Agreement or the Security Agreement, the Chargor

(1) must maintain sole legal and beneficial ownership of the Pledged Collateral,

(11) must not permit any Pledged Collateral to be subject to any Lien other than the Security Agent's security interest and must at all times warrant and defend the Security Agent's security interest in the Pledged Collateral against all other Liens and claimants,

(111) must not sell, assign, transfer, pledge, license, lease or encumber, or grant any option, warrant, or right with respect to, any of the Pledged Collateral, or agree or contract to do any of the foregoing,

(1v) must not waive, amend or terminate, in whole or in part, any accessory or ancillary right or other right in respect of any Pledged Collateral, and

(v) must not take any action which would result in a reduction in

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the value of any Pledged Collateral

3. WHEN SECURITY BECOMES ENFORCEABLE

This Security may be enforced by the Security Agent at any time when an Event of Default is continuing

4. DIVIDEND, DISTRIBUTION AND VOTING RIGHTS

- (a) So long as no Event of Default has occurred and is continuing, the Chargor will be entitled to exercise all voting and other consensual rights with respect to the Pledged Collateral for any purpose not inconsistent with the terms of the Finance Documents and to receive and retain all dividends, distributions and other payments in respect of the Pledged Collateral to the extent permitted by the Finance Documents
- (b) Upon the occurrence and during the continuation of an Event of Default, following written notice from the Security Agent to the Chargor, all rights of the Chargor to exercise voting and other consensual rights with respect to the Pledged Collateral and to receive dividends, distributions and other payments in respect of the Pledged Collateral will cease, and all these rights will immediately become vested solely in the Security Agent or its nominees, and the Chargor grants the Security Agent or its nominees the Chargor's irrevocable and unconditional proxy for this purpose. After the occurrence and during the continuation of an Event of Default, any dividends, distributions and other payments in respect of the Pledged Collateral received by the Chargor will be held in trust for the Security Agent, and the Chargor will keep all such amounts separate and apart from all other funds and property so as to be capable of identification as the property of the Security Agent and will deliver these amounts at such time as the Security Agent may request to the Security Agent in the identical form received, properly endorsed or assigned if required to enable the Security Agent to complete collection

In this Form MG01

Accession Deed means a document substantially in the form set out in Schedule 7 (Form of Accession Deed) of the Credit Agreement

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

Affiliate has the same meaning as in the Credit Agreement

Agent means Bank of Scotland plc

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility

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Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 (Ancillary Facilities) of the Credit Agreement

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 7 (Ancillary Facilities) of the Credit Agreement

Arrangers means Bank of Scotland plc, Barclays Bank PLC and The Royal Bank of Scotland plc as mandated lead arrangers and bookrunners (whether acting individually or together)

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

Compliance Certificate means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) of the Credit Agreement

Credit Agreement means the senior facilities agreement dated 18 July 2012 between, among others, Sportech PLC, as borrower, the Original Lenders, and Bank of Scotland, as Agent

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

Event of Default means any event or circumstance specified as such in Clause 26 (Events of Default) of the Credit Agreement

Facility A Loan means a loan made or to be made under the revolving credit facility made available under the Credit Agreement as described in Clause 2 1(a)(i) (The Facilities) of the Credit Agreement, or the principal amount outstanding for the time being of that loan

Facility B Loan means a loan made or to be made under the revolving credit facility made available under the Credit Agreement as described in Clause 2 1(a)(ii) (The Facilities) of the Credit Agreement, or the principal amount outstanding for the time being of that loan

Fee Letter means any letter or letters dated on or about the date of the Credit Agreement between the Arrangers and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 15 (Fees) of the Credit Agreement together with any agreement setting out fees payable to a Finance Party referred to in Clause 2 2 (Increase), Clause 15 5 (Interest, commission and fees on Ancillary Facilities) of the Credit Agreement or otherwise under the Credit Agreement or under any other

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Finance Document

Finance Document means the Credit Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, each Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Parent.

Finance Party means the Agent, the Arrangers, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender

Guarantor means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

Hedge Counterparty means Bank of Scotland plc or any other Lender which has entered into a Hedging Agreement

Hedging Agreement means each of the following entered into with Bank of Scotland PLC

- (a) an interest rate swap confirmation in respect of transaction number 265175/1343565TS dated 16 January 2008,
- (b) an interest rate swap confirmation in respect of transaction number 1337747TS/1337751TS dated 18 March 2009,
- (c) an interest rate swap confirmation in respect of transaction number 1337754TS/1337757TS dated 18 March 2009,
- (d) an interest rate swap confirmation in respect of transaction number 1337764TS/1337766TS dated 18 March 2009, and
- (e) any other master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by a Borrower and Hedge Counterparty for the purposes of hedging interest rate exposures

Intercreditor Agreement means the intercreditor agreement entered into on or about the date of the Credit Agreement and made between, among others, the Parent, the Mandated Lead Arrangers, the Agent, the Security Agent and the Hedge Counterparty

Issuer means Sportech Inc , a company incorporated under the laws of the State of Delaware

Lender means

- (a) any Original Lender, and

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(b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender in accordance with Clause 22 (Increase) or Clause 27 (Changes to the Lenders) of the Credit Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Credit Agreement, and

(c) any Ancillary Lender

Lien means any security interest, lien, mortgage, pledge, encumbrance, charge, assignment, hypothecation, adverse claim, claim, or restriction on assignment, transfer or pledge or any other arrangement having the effect of conferring security

Loan means a Facility A Loan or a Facility B Loan

Mandated Lead Arrangers means Bank of Scotland plc, Barclays Bank PLC and The Royal Bank of Scotland plc (whether acting individually or together)

Obligor means a Borrower or a Guarantor

Original Borrower has the same meaning as in the Credit Agreement

Original Guarantor has the same meaning as in the Credit Agreement

Original Lender means each of Bank of Scotland plc, Barclays Bank PLC and The Royal Bank of Scotland plc

Parent means Sportech plc, a company incorporated in Scotland with registered number SC069140 and with its registered office at 249 West George Street, Glasgow G2 4RB

Pledged Collateral means

(a) the Pledged Shares,

(b) all additional ownership shares, securities and interests in the Issuer, and all warrants, rights, and options to purchase or receive shares, securities, or interests in the Issuer, in which the Chargor at any time have or obtain any interest, and

(c) all dividends, interest, revenues, income, distributions, and proceeds of any kind, whether cash, instruments, securities, or other property, received by or distributable to the Chargor in respect of, or in exchange for, the Pledged Shares or any other Pledged Collateral

Pledged Shares means the shares of capital stock of the Issuer

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described in Schedule 1 (Pledged Shares) to this Form MG01

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Credit Agreement

Secured Parties means the Security Agent, any Receiver or Delegate and each of the Agent, the Arranger and the Senior Creditors from time to time but, in the case of each Agent, Arranger or Senior Creditor, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a Senior Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 15.8 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement

Security means any security interest created by the Security Agreement

Senior Creditors means the Agent, the Security Agent, the Arrangers, the Lenders and the Hedge Counterparties

Transaction Security means a mortgage, charge, pledge, lien standard security, assignment by way of security, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

Transaction Security Documents means

- (a) each of the documents listed as being a Transaction Security Document in paragraph 2(d) of Part 1 of Schedule 2 (Conditions Precedent) of the Credit Agreement,
- (b) any document required to be delivered to the Agent under paragraph 17 of Part 2 of Schedule 2 (Conditions Precedent) of the Credit Agreement, and
- (c) any other document entered into by any Obligor creating or expressed to create any mortgage, charge, pledge, lien standard security, assignment by way of security, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

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Utilisation Request means a notice substantially in the relevant form set out in Schedule 3 (Requests) of the Credit Agreement

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SCHEDULE

Pledged Shares

<u>Name of Issuer</u>	<u>Registered Owner</u>	<u>Certificate No</u>	<u>No of Shares</u>	<u>Type of Shares (Class/Par Value)</u>	<u>% of total shares of common stock outstanding</u>
Sportech Inc	Sportech Holdco 2 Limited	1	100	Common Stock \$0.01 par value	100



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7119697
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A NEW YORK SHARE PLEDGE
AGREEMENT EXECUTED OUTSIDE THE UNITED KINGDOM
OVER PROPERTY SITUATED THERE DATED 18 JULY 2012 AND
CREATED BY SPORTECH HOLDCO 2 LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 26 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES