

Registered No. 7119697

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN SPECIAL RESOLUTIONS

SPORTECH HOLDCO 2 LIMITED
(the "Company")

(passed on *29 September* 2010)

Date of circulation: *29 September* 2010 (the *Circulation Date*)

In accordance with the Company's articles of association and the provisions of Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), Sportech PLC, being the sole member of the Company who, at the date of these resolutions would have been entitled to vote upon it as if it had been proposed at a general meeting of the Company at which it was present, **RESOLVE** to pass the resolutions in paragraphs 2 to 5 below as written resolutions.

1. Capitalised terms not otherwise defined herein shall have the meanings set out in the Facilities Agreement dated 7 November 2007 (as amended on 21 December 2007, amended and restated 31 December 2009 and further amended and restated on 27 January 2010 and as further amended, restated, supplemented, novated and replaced from time to time) between, inter alios, Sportech PLC and the Bank of Scotland PLC (in various capacities) (the *Facilities Agreement*)

IT IS RESOLVED,

- 2 **THAT** the entry by the Company into each of the documents below (each a *Document* and together the *Documents*) to which the Company is or is expressed to be a party and the transactions contemplated by those Documents are in the best interests of the Company's business and will promote the success of the Company for the benefit of its members as a whole and is hereby approved.
 - (a) the supplemental security trust deed (the *Supplemental Security Trust Deed*) amending and restating the terms of the Security Trust Deed;
 - (b) the accession letter to the Facilities Agreement,
 - (c) the English law composite debenture in favour of Bank of Scotland plc (the *Security Trustee*),
 - (d) the accession memorandum to the Intra-Group Loan Agreement;
 - (e) the pledge agreement over the entire equity interests of Sportech Inc ,
 - (f) share certificates in respect of Sportech Inc. (together with transfers and executed but undated stock transfer forms), and



- (g) a certificate of the directors of the Company required to be given under Part II (*Conditions to be delivered by an Additional Obligor*) of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement
3. **THAT** the Company be and is hereby authorised to enter into and perform its obligations under the Documents to which it is or is expressed to be a party and the transactions contemplated by those Documents (and the prior entry into those Documents and/or transactions, as the case may be, is hereby ratified) and the Company may sign any certificate, notice or other communication or sign or seal any other documents which the Company may at any time enter into or be required to enter into pursuant to or in connection with any Document or the transactions contemplated by those Documents or any related document and do such other acts or things as may be considered by the directors of the Company to be necessary or desirable for the purposes of carrying into effect the terms of the Documents to which it is or is expressed to be a party, any transaction contemplated by the Documents or any related document.
4. **THAT** the directors of the Company have authority to approve the terms of the Documents to which it is or is expressed to be a party, the transactions contemplated by the Documents and any related document.
5. **THAT** the articles of association of the Company be amended by deleting the existing Article 23.1(b) and replacing it with the following.
- “(b) Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Article (to the effect that any provision contained in this Article shall override any other provision of the Articles)
- (i) the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares; and
- (ii) a holder of shares in the Company is not required to comply with any provision of the articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place and no such current shareholder shall have the right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise,
- (iii) where the transfer is or is to be
- (1) executed by a bank or institution to which such shares have been mortgaged or charged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security;
- (2) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security; or
- (3) to any such bank or institution (or to its nominee) pursuant to any such security,

a certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts

- (c) The directors (or director if there is only one) shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all banks or institutions (if any) referred to in Article 23 1(b)
- (d) Any lien conferred on any share in the capital of the Company shall not apply to any shares held by way of security or mortgaged or charged by any bank or institution (or by any nominee thereof) referred to in Article 23 1(b) "

6. These written resolutions are passed as special resolutions of the Company.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the above resolutions

The undersigned, a person entitled to vote on the above resolutions on 29 September 2010, hereby irrevocably agrees to the above resolutions.

.... 
For Sportech PLC

Date: 29 September 2010

NOTES

1 You can choose to agree to all of the resolutions detailed above or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand** delivering the signed copy to.

Address: Walton House, Charnock Road, Liverpool, L67 1AA

Attention: Steve Cunliffe

- **Post**, returning the signed copy by post to:

Address Walton House, Charnock Road, Liverpool, L67 1AA

Attention Steve Cunliffe

- **Fax**, faxing the signed copy to 0151 525 9696 marked "For the attention of Steve Cunliffe".

If you do not agree to all of the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement

3 Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document