

MR01

Particulars of a charge



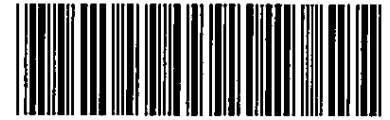
A fee is payable with this form.
Please see 'How to pay' on the
last page

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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

WEDNESDAY



LD3 21/05/2014 #23
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 7 1 1 9 6 9 7
Company name in full SPORTECH HOLDCO 2 LIMITED

6 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d2 m0 m5 y2 y0 y1 y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name BANK OF SCOTLAND PLC (AS SECURITY AGENT AND TRUSTEE
FOR THE SECURED PARTIES (AS DEFINED IN THE CHARGE))

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen & Overly LLP

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name GRACE PARRY (0033364-0000168)

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX

Telephone 020 3088 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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 N R 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7119697

Charge code: 0711 9697 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2014 and created by SPORTECH HOLDCO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st May 2014

Given at Companies House, Cardiff on 28th May 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

PLEDGE AGREEMENT

DATED AS OF MAY 2, 2014

between

**SPORTECH RACING, LLC,
SPORTECH HOLDCO 2 LIMITED,**

**SPORTECH, INC.,
SPORTECH VENUES INC.,**

and

**BANK OF SCOTLAND PLC,
as Security Agent**

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP
20 May 2014

Allen & Overy LLP
One Bishops Square

ALLEN & OVERY London
E1 6AD

Allen & Overy LLP

0033364-0000168 NY 19178058 8

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| | |
|-------------------|---|
| Signatories | 1 |
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THIS AGREEMENT (this Agreement) is dated as of May 12, 2014

BETWEEN:

- (1) **SPORTECH, INC.**, a company incorporated under the laws of the State of Delaware, as pledgor (Sportech);
- (2) **SPORTECH RACING, LLC**, a company incorporated under the laws of the State of Delaware, as pledgor (Sportech Racing);
- (3) **SPORTECH HOLDCO 2 LIMITED**, a company organized under the laws of England and Wales, as pledgor (Sportech Holdco 2);
- (4) **SPORTECH VENUES INC.**, a company incorporated under the laws of the State of Connecticut, as pledgor (Sportech Venues); and
- (5) **BANK OF SCOTLAND PLC**, as security agent and trustee for the Secured Parties (in this capacity the Security Agent)

BACKGROUND:

The Pledgors enter into this Agreement in connection with the senior facilities agreement dated on or about the date of this Agreement between, among others, Sportech PLC, as borrower, the Original Lenders, and Bank of Scotland plc, as Agent (as may be amended, restated, extended, supplemented, refinanced, replaced or otherwise modified from time to time, the **Credit Agreement**)

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

Collateral means collectively the Pledged Collateral of all Pledgors

Event of Default means an event specified as such in Clause 9.1 (Events of Default)

Intercreditor Agreement means the intercreditor agreement entered into on or about the date of this Agreement and made between, among others, Sportech PLC, the Mandated Lead Arrangers, the Agent, the Security Agent and the Original Hedge Counterparty.

Issuers means, each of the companies listed as "Issuer" on Schedule 3 (Issuers' Information) attached hereto, as may be amended from time to time.

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

Pledged Collateral means, with respect to each Pledgor:

- (a) the Pledged Shares listed next to its name on Schedule 1,
- (b) the Pledged Interests listed next to its name on Schedule 1;
- (c) all additional ownership shares, securities and interests in the relevant Issuer, and all warrants, rights, and options to purchase or receive shares, securities, or interests in such Issuer, in which the Pledgor at any time have or obtain any interest; and
- (d) all dividends, interest, revenues, income, distributions, and proceeds of any kind, whether cash, instruments, securities, or other property, received by or distributable to the Pledgor in respect of, or in exchange for, the Pledged Shares, Pledged Interests or any other Pledged Collateral

Pledged Interests means the limited liability company interests of the Issuers described in Schedule 1 (Pledged Interests and Shares) to this Agreement.

Pledged Shares means the shares of capital stock of the Issuers described in Schedule 1 (Pledged Interests and Shares) to this Agreement

Pledgors means, collectively, Sportech, Sportech Racing, Sportech Holdco 2, and Sportech Venues, and each, individually is a Pledgor.

Relevant States means each of:

- (a) the state of each Pledgor's incorporation or organization, or if any Pledgor is incorporated or organized under the laws of a jurisdiction outside the United States, Puerto Rico, the United States Virgin Islands or any territory or possession subject to the jurisdiction of the United States and does not have its chief executive office or sole place of business in any state, then the District of Columbia; and
- (b) the state where each Pledgor has its chief executive office or sole place of business

Secured Liabilities means all the liabilities and obligations specified in Clause 2 (Secured Liabilities).

Secured Parties has the meaning assigned to it in the Intercreditor Agreement.

Security means any security interest created by this Agreement.

Security Period means the period beginning on the date of this Agreement and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full. The Security Period will be extended to take into account any extension or reinstatement of this Agreement under Clause 3 2(b) (General). Furthermore, if the Security Agent considers that an amount paid to it or a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the bankruptcy, liquidation, insolvency or administration of the payer or otherwise then that amount will not be considered to have been irrevocably paid for the purposes of this Agreement.

UCC means the Uniform Commercial Code as in effect on the date of this Agreement in the State of New York

1.2 Construction

- (a) Any term defined in the UCC and not defined in this Agreement has the meaning given to that term in the UCC.
- (b) Any term defined in the Credit Agreement and not defined in this Agreement or the UCC has the meaning given to that term in the Credit Agreement.
- (c) No reference to **proceeds** in this Agreement authorizes any sale, transfer or other disposition of Collateral by any Pledgor
- (d) In this Agreement, unless the contrary intention appears, a reference to:
 - (i) an **amendment** includes a supplement, novation, restatement or re-enactment and **amended** will be construed accordingly;
 - (ii) Clause, a Subclause or a Schedule is a reference to a Clause or Subclause of, or a Schedule to, this Agreement;
 - (iii) a law is a reference to that law as amended or re-enacted and to any successor law,
 - (iv) an agreement is a reference to that agreement as amended,
 - (v) **fraudulent transfer law** means any applicable U.S. Bankruptcy Law or state fraudulent transfer or conveyance statute, and the related case law, and
 - (vi) **law** includes any law, statute, regulation, regulatory requirement, rule, ordinance, ruling, decision, treaty, directive, order, guideline, regulation, policy, writ, judgment, injunction or request of any court or other governmental, inter-governmental or supranational body, officer or official, fiscal or monetary authority, or other ministry or public entity (and their interpretation, administration and application), whether or not having the force of law
- (e) In this Agreement:
 - (i) **includes** and **including** are not limiting;
 - (ii) **or** is not exclusive, and
 - (iii) the headings are for convenience only, do not constitute part of this Agreement and are not to be used in construing it
- (f) Each Issuer, each in its respective capacity as an Issuer of the Pledged Collateral (and not in its capacity as Pledgor, as the case may be), is not party to, or beneficiaries of, this Agreement. Such Issuers are executing and delivering a separate agreement, set forth in the signature pages to this Agreement, for the purpose of perfecting the Security Agent's security interest in the Pledged Collateral

2. SECURED LIABILITIES

2.1 Secured Liabilities

Each obligation and liability whether:

- (a) present or future, actual, contingent or unliquidated; or
- (b) owed jointly or severally (or in any other capacity whatsoever),

of each Obligor to any Secured Party under or in connection with each Finance Document is a Secured Liability.

2.2 Specification of Secured Liabilities

The Secured Liabilities include any liability or obligation for:

- (a) repayment of the principal of any Loan,
- (b) payment of interest and any other amount payable under the Credit Agreement;
- (c) payment and performance of all other obligations and liabilities of any Obligor under the Finance Documents;
- (d) payment of any amount owed under any amendment, modification, renewal, extension or novation of any of the above obligations, and
- (e) payment of an amount which arises after a petition is filed by, or against, any Pledgor 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

2.3 Exclusion

Notwithstanding anything to the contrary contained in any other Finance Document, Secured Liabilities shall not include any Excluded Swap Obligations.

As used herein,

Commodity Exchange Act means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute

Excluded Swap Obligation means, with respect to any Pledgor, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such Pledgor of, or the grant by such Pledgor of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Pledgor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty of such Pledgor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises

under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal

Swap Obligation means, with respect to any Pledgor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

3. CREATION OF PLEDGE AND SECURITY

3.1 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, each Pledgor 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.

3.2 General

- (a) All the Security created under this Agreement.
 - (i) 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;
 - (ii) is in addition to, and not in any way prejudiced by, any other security now or subsequently held by any Secured Party.
- (b) If, at any time for any reason (including the bankruptcy, insolvency, receivership, reorganization, dissolution or liquidation of any Pledgor, any Issuer, or any other Obligor or the appointment of any receiver, intervenor or conservator of, or agent or similar official for, any Pledgor, any Issuer, or any other Obligor or any of their respective properties), any payment received by the Security Agent or any other Secured Party in respect of the Secured Liabilities is rescinded or avoided or must otherwise be restored or returned by the Security Agent or any other Secured Party, that payment will not be considered to have been made for purposes of this Agreement, and this Agreement will continue to be effective or will be reinstated, if necessary, as if that payment had not been made
- (c) This Agreement is enforceable against each Pledgor to the maximum extent permitted by the fraudulent transfer laws.

4. PERFECTION AND FURTHER ASSURANCES

4.1 General perfection

Each Pledgor must take, at its own expense, promptly, and in any event within any applicable time limit.

- (a) whatever action is necessary or desirable; and
- (b) any action which the Security Agent or any other Secured Party may require,

to ensure that this Security is as of the first Utilisation Date, and will continue to be until the end of the Security Period, a validly created, attached, enforceable and perfected first priority continuing security interest in the Pledged Collateral, in all relevant jurisdictions, securing payment and performance of the Secured Liabilities.

This includes the giving of any notice, order or direction, the making of any filing or registration, the passing of any resolution and the execution and delivery of any documents or agreements which the Security Agent may think expedient

4.2 Delivery of certificates

(a) Each Pledgor represents and warrants to the Secured Parties that:

(i) it has delivered to the Security Agent (or as directed by the Security Agent) in the State of New York all original certificates and instruments evidencing or representing the Pledged Shares or Pledged Interests, as applicable, existing on the date of this Agreement;

(ii) in the case of Sportech Racing, Sportech Venues CA Holdco, LLC (**Sportech Venues CA**), Sportech Venues California, LLC (**Sportech Venues California**), and Sportech Games Holdco, LLC (**Sportech Games**),

(A) the certificate of formation or limited liability company agreement, as applicable, of the relevant Issuer, and the terms of the limited liability company interests in such Issuer, expressly provide that the limited liability company interests in the Issuer are securities governed by article 8 of the Delaware Uniform Commercial Code (the **Delaware UCC**); and

(B) the Pledged Interests are represented or evidenced by certificates or instruments and constitute certificated securities for purposes of articles 8 and 9 of the Delaware UCC.

(b) No Pledgor will effect or permit the issuance of any additional certificate or instrument representing or evidencing the Pledged Interests (other than those delivered to the Security Agent on the date hereof).

(c) If, at any time, in violation of this Agreement or otherwise, certificates or instruments evidencing or representing any of the Pledged Collateral are issued, each such Pledgor must deliver to the Security Agent (or as directed by the Security Agent), immediately upon receipt, all originals of such certificates and instruments arising or acquired by such Pledgor after the date of this Agreement.

(d) All Pledged Collateral delivered under this Agreement will be either:

(i) duly endorsed and in suitable form for transfer by delivery, or

(ii) accompanied by undated instruments of transfer endorsed in blank,

as directed by the Security Agent, and in form and substance satisfactory to the Security Agent

(e) Until the end of the Security Period, the Security Agent will hold (directly or through an agent) all certificates, instruments, and powers delivered to it.

- (f) At any time and from time to time, the Security Agent will have the right to exchange certificates or instruments evidencing or representing Pledged Collateral for certificates or instruments of smaller or larger denominations

4.3 Filing of financing statements

- (a) Each Pledgor authorizes the Security Agent to prepare and file, at the Pledgors' expense
- (i) financing statements describing the Pledged Collateral,
 - (ii) continuation statements; and
 - (iii) any amendment in respect of those statements.
- (b) Promptly after filing an initial financing statement in respect of the Pledged Collateral, each Pledgor must provide the Security Agent with an official report from the Secretary of State of each Relevant State indicating that the Security Agent's security interest in the Pledged Collateral is prior to all other security interests or other interests reflected in the report

4.4 Communication with Issuer

Each Pledgor authorizes the Security Agent at any time and from time to time to communicate with the Issuers with regard to any matter relating to any Pledged Collateral

4.5 Further assurances

- (a) Each Pledgor must take, at its own expense, promptly, and in any event within any applicable time limit, whatever action the Security Agent may require for.
- (i) creating, attaching, perfecting and protecting, and maintaining the priority of, any security interest intended to be created by this Agreement,
 - (ii) facilitating the enforcement of this Security or the exercise of any right, power or discretion exercisable by the Security Agent or any of its delegates or sub-delegates in respect of any of the Pledged Collateral,
 - (iii) obtaining possession and control of any Pledged Collateral, and
 - (iv) facilitating the assignment or transfer of any rights and/or obligations of the Security Agent or any other Secured Party under this Agreement

This includes the execution and delivery of any transfer, assignment or other agreement or document, whether to the Security Agent or its nominee, which the Security Agent may think expedient.

- (b) Each Pledgor irrevocably constitutes and appoints the Security Agent, with full power of substitution, as such Pledgor's true and lawful attorney-in-fact, in such Pledgor's name or in the Security Agent's name or otherwise, and at such Pledgor's expense, to take any of the actions referred to in paragraph (a) above without notice to or the consent of any Pledgor. This power of attorney is a power coupled with an interest and cannot be revoked. Each Pledgor ratifies and confirms all actions taken by the Security Agent or its agents under this power of attorney

- (c) Before the Security becomes enforceable, the power of attorney referred to in paragraph 4.5(b) above may only be exercised by the Security Agent if the Security Agent requests that a Pledgor take any action it is obliged to take under this agreement and such action is not taken and completed within three Business Days of request.

5. SURETYSHIP PROVISIONS

5.1 Nature of Pledgors' obligations

- (a) Each Pledgor's obligations under this Agreement are independent of any obligation of the Obligors or any other person
- (b) A separate action or actions may be brought and prosecuted against the Pledgors under this Agreement.
- (c) The Security Agent may enforce its rights under this Agreement, whether or not any action is brought or prosecuted against the Obligors or any other person and whether or not the Obligors or any other person is joined in any action under this Agreement

5.2 Waiver of defenses

- (a) The obligations of the Pledgors under this Agreement will not be affected by, and each Pledgor irrevocably waives any defense it might have by virtue of, any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Agreement (whether or not known to it or any Secured Party). This includes:
- (i) any time, forbearance, extension or waiver granted to, or composition or compromise with, another person,
 - (ii) any taking, variation, compromise, exchange, renewal or release of, or any refusal or failure to perfect, or enforce, any rights against, or security over assets of, any person;
 - (iii) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realize the full value of any security,
 - (iv) any disability, incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any person;
 - (v) any amendment, restatement, or novation (however fundamental) of a Finance Document or any other document, guaranty or security;
 - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document, guaranty or security, the intent of the parties being that the Security Agent's security interest in the Pledged Collateral and each Pledgor's obligations under this Agreement are to remain in full force and be construed accordingly, as if there were no unenforceability, illegality or invalidity;
 - (vii) any avoidance, postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor under a Finance Document resulting from any bankruptcy, insolvency, receivership, liquidation or dissolution proceedings or from any law, regulation or order so that each such obligation is for the

purposes of the Pledgors' obligations under this Agreement construed as if there were no such circumstance; or

- (viii) the acceptance or taking of other guaranties or security for the Secured Liabilities, or the settlement, release or substitution of any guaranty or security or of any endorser, guarantor or other obligor in respect of the Secured Liabilities

(b) Each Pledgor unconditionally and irrevocably waives

- (i) diligence, presentment, demand for performance, notice of non-performance, protest, notice of protest, notice of dishonor, notice of the creation or incurring of new or additional indebtedness of the Obligors to the Security Agent or the other Secured Parties, notice of acceptance of this Agreement, and notices of any other kind whatsoever;
- (ii) the filing of any claim with any court in the event of a receivership, insolvency or bankruptcy,
- (iii) the benefit of any statute of limitations affecting any Obligor's obligations under the Finance Documents or any Pledgor's obligations under this Agreement or the enforcement of this Agreement or the Security Agent's security interest in the Pledged Collateral; and
- (iv) any offset or counterclaim or other right, defense, or claim based on, or in the nature of, any obligation now or later owed to any Pledgor by the Obligors, the Security Agent or any other Secured Party.

- (c) Each Pledgor irrevocably and unconditionally authorizes the Security Agent and the other Secured Parties to take any action in respect of the Secured Liabilities or any collateral or guaranties securing them or any other action that might otherwise be deemed a legal or equitable discharge of a surety, without notice to or the consent of any Pledgor and irrespective of any change in the financial condition of any Obligor.**

5.3 Immediate recourse

Each Pledgor waives any right it may have of first requiring the Security Agent or any other Secured Party (or any trustee or agent on their behalf) to proceed against or enforce any other rights, security or other guaranty or claim payment from any person before claiming from any Pledgor under this Agreement and enforcing the Security Agent's security interest in the Pledged Collateral.

5.4 Appropriations

Until the expiry of the Security Period, the Security Agent and each other Secured Party (or any trustee or agent on their behalf) may:

- (a) refrain from applying or enforcing any other moneys, security, guaranties or rights held or received by the Security Agent or that other Secured Party (or any trustee or agent on their behalf) in respect of the Secured Liabilities,

- (b) apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise), and
- (c) hold in a suspense account any moneys received from any realization of the Pledged Collateral, from any Pledgor or on account of any Pledgor's liability under this Agreement or any other Finance Document, without liability to pay interest on those moneys.

5.5 Non-competition

Unless:

- (a) the Security Period has expired, or
- (b) the Security Agent otherwise directs in writing.

no Pledgor will, by virtue of any payment or performance by any Pledgor under this Agreement or by reason of any amount being payable by it,

- (i) be subrogated to any rights, security or moneys held, received or receivable by the Security Agent or any other Secured Party (or any trustee or agent on their behalf),
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of any Pledgor's liability under this Agreement or any other Finance Document;
- (iii) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with the Security Agent or any other Secured Party (or any trustee or agent on their behalf), or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor

Each Pledgor must hold in trust for and immediately pay or transfer to the Security Agent (or as directed by the Security Agent) for the Secured Parties any payment or distribution or benefit of security received by it contrary to this Subclause or in accordance with any directions given by the Security Agent under this Subclause.

5.6 Waiver of subrogation

Notwithstanding any provision to the contrary in any guaranty given by any Pledgor in respect of the Secured Liabilities, each Pledgor:

- (a) irrevocably and unconditionally waives, for the benefit of the Security Agent and the other Secured Parties; and
- (b) agrees not to claim or assert after the Security Agent has exercised its rights under Clause 8 (When Security becomes enforceable),

any right of subrogation, contribution or indemnity it may have against any Obligor as a result of any payment under that guaranty or in respect of the Secured Liabilities.

5.7 Election of remedies

- (a) Each Pledgor understands that the exercise by the Security Agent and the other Secured Parties of certain rights and remedies contained in the Finance Documents may affect or eliminate such Pledgor's right of subrogation and reimbursement against the Obligor and that such Pledgor may therefore incur a partially or totally non-reimbursable liability under this Agreement.
- (b) Each Pledgor expressly authorizes the Security Agent and the other Secured Parties to pursue their rights and remedies with respect to the Secured Liabilities in any order or fashion they deem appropriate, in their sole and absolute discretion
- (c) Each Pledgor waives any defense arising out of the absence, impairment, or loss of any or all rights of recourse, reimbursement, contribution, or subrogation or any other rights or remedies of any Pledgor against any Obligor, any other person or any security, whether resulting from any election of rights or remedies by the Security Agent or the other Secured Parties, or otherwise

5.8 Information concerning the Obligors

- (a) The Pledgors represent and warrant to the Security Agent and the other Secured Parties that the Pledgors are affiliated with each Obligor or are otherwise in a position to have access to all relevant information bearing on the present and continuing creditworthiness of each Obligor and the risk that any Obligor will be unable to pay the Secured Liabilities when due.
- (b) Each Pledgor waives any requirement that the Security Agent or the other Secured Parties advise any Pledgor of information known to the Security Agent or any other Secured Party regarding the financial condition or business of any Obligor, or any other circumstance bearing on the risk of non-performance of the Secured Liabilities.
- (c) Each Pledgor assumes sole responsibility for keeping informed of the financial condition and business of each Obligor.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties

The representations and warranties set out in this Clause are made by each Pledgor to each Secured Party.

6.2 The Pledgors

- (a) Each Pledgor is incorporated or organized, as applicable, under the laws of the jurisdiction as set forth in Schedule 2 (Pledgors' Information) hereto
- (b) Each Pledgor's exact legal name, as it appears in the public records of its jurisdiction of incorporation or organization, as applicable, is as set forth in Schedule 2 (Pledgors' Information) hereto. No Pledgor has changed its name, whether by amendment of its organizational documents, reorganization, merger or otherwise, since the relevant date set forth in Schedule 2 (Pledgors' Information) hereto
- (c) Each Pledgor's organizational identification number, as issued by its jurisdiction of incorporation or organization, as applicable, is as set forth on Schedule 2 (Pledgors' Information) hereto.

- (d) Each Pledgor's chief executive office is located at the address set forth on Schedule 2 (Pledgors' Information) hereto. No Pledgor has changed its chief executive office within the past five years.
- (e) Each Pledgor keeps at its address indicated in Schedule 2 (Pledgor's Information) hereto its corporate records and all records, documents and instruments constituting, relating to or evidencing Pledged Collateral, except for the Pledged Collateral delivered to the Security Agent in compliance with Clause 4.2 (Delivery of certificates).

6.3 The Pledged Collateral

- (a) (i) Each of Sportech Racing, Trackplay LLC, Sportech Venues CA, Sportech Venues California, and Sportech Games is a limited liability company duly formed and organized and validly existing as a limited liability company under the laws of the State of Delaware; (ii) eBet Technologies, Inc. is a corporation duly formed and organized and validly existing as a corporation under the laws of the State of Nevada; (iii) Sportech Venues Inc. is a corporation duly formed and organized and validly existing as a corporation under the laws of the State of Connecticut, and (iv) Sportech, Inc. is a corporation duly formed and organized and validly existing as a corporation under the laws of the State of Delaware.
- (b) The members of each Issuer and the managers of each Issuer are as set forth in Schedule 3 (Issuers' Information).
- (c) Each Issuer keeps at its address indicated in Schedule 3 (Issuers' Information), its company or limited liability company, as applicable, records and all records, documents and instruments relating to or evidencing the relevant Pledged Collateral.
- (d) There are only one class of members, only one class of managers and only one class of limited liability company interests in each of Sportech Racing, Trackplay LLC, Sportech Venues CA, Sportech Venues California, and Sportech Games.
- (e) Each Pledgor of the Pledged Interests, has been duly admitted as a member of the respective Issuer set forth in Schedule 1 (Pledged Interests and Shares) and has made all required contributions to such Issuers.
- (f) The Pledged Shares have been duly authorized and are validly issued, fully-paid and non-assessable.
- (g) The Pledged Shares and Pledged Interests constitute the percentage set forth in Schedule 1 (Pledged Interests and Shares) of the issued and outstanding shares of capital stock or ownership interest, as applicable, of the Issuers, and there are no other equity or ownership interests in any Issuer, options or rights to acquire or subscribe for any such interests, or securities or instruments convertible into or exchangeable or exercisable for any such interests other than the securities and interests described in Schedule 4 (Other Equity Interests) to this Agreement. The Pledgors have no ownership or other interest or rights in or to the securities and interests described in Schedule 4 (Other Equity Interests).
- (h) Except as permitted under the Credit Agreement:
 - (i) it is the sole legal and beneficial owner of, and has the power to transfer and grant a security interest in the Pledged Shares, Pledged Interests and all other Pledged Collateral now in existence,

- (ii) none of the Pledged Collateral is subject to any Lien other than the Security Agent's security interest;
 - (iii) no Pledgor has agreed or committed to sell, assign, pledge, transfer, license, lease or encumber any of the Pledged Collateral, or granted any option, warrant, or right with respect to any of the Pledged Collateral; and
 - (iv) no effective mortgage, deed of trust, financing statement, security agreement or other instrument similar in effect is on file or of record with respect to any Pledged Collateral, except for those that create, perfect or evidence the Security Agent's security interest.
- (i) No litigation, arbitration or administrative proceedings are current or pending or, to its knowledge, threatened, involving or affecting the Pledged Collateral, and none of the Pledged Collateral is subject to any order, writ, injunction, execution or attachment.
 - (j) None of the Pledged Collateral constitutes "margin stock" within the meaning of Regulation U or X issued by the Board of Governors of the United States Federal Reserve System.

6.4 No liability

- (a) No Pledgor's rights, interests, liabilities and obligations under contractual obligations that constitute part of the Pledged Collateral are affected by this Agreement or the exercise by the Security Agent of its rights under this Agreement;
- (b) neither the Security Agent nor any other Secured Party, unless it expressly agrees in writing, will have any liabilities or obligations under any contractual obligation that constitutes part of the Pledged Collateral as a result of this Agreement, the exercise by the Security Agent of its rights under this Agreement or otherwise; and
- (c) neither the Security Agent nor any other Secured Party has or will have any obligation to collect upon or enforce any contractual obligation or claim that constitutes part of the Pledged Collateral, or to take any other action with respect to the Pledged Collateral

6.5 Consideration and solvency

- (a) Terms used in this Subclause have the meanings given to them in, and must be construed in accordance with, the fraudulent transfer laws
- (b) Each Pledgor will receive valuable direct and indirect benefits as a result of the transactions financed by the Loans and these benefits constitute "reasonably equivalent value" and "fair consideration" as those terms are used in the fraudulent transfer laws.
- (c) To the best of each Pledgor's knowledge, the Secured Parties have acted in good faith in connection with the transactions contemplated by this Agreement.
- (d) The sum of each Pledgor's debts (including such Pledgor's obligations under this Agreement) is less than the value of such Pledgor's property (calculated at the lesser of fair valuation and present fair saleable value)

- (e) Each Pledgor's capital is not unreasonably small to conduct its business as currently conducted or as proposed to be conducted
- (f) No Pledgor has incurred, intends to incur nor believes it will incur debts beyond its ability to pay as they mature
- (g) No Pledgor has made a transfer or incurred an obligation under this Agreement with the intent to hinder, delay or defraud any of its present or future creditors.

6.6 Times for making representations and warranties

- (a) The representations and warranties set out in this Agreement (including in this Clause) are made on the date of this Agreement.
- (b) Unless a representation and warranty is expressed to be given at a specific date, all representations and warranties under this Agreement are deemed to be repeated by each Pledgor on the date of each Utilisation Request and the first day of each Interest Period during the Security Period with reference to the facts and circumstances then existing
- (c) When representations and warranties are repeated, they are applied to the circumstances existing at the time of repetition.
- (d) The representations and warranties of each Pledgor contained in this Agreement or made by any Pledgor in any certificate, notice or report delivered under this Agreement will survive each Utilisation Date, the making and repayment of the Loans, and any novation, transfer or assignment of the Loans.

7. UNDERTAKINGS

7.1 Undertakings

Each Pledgor agrees to be bound by the covenants set out in this Clause

7.2 The Pledgors

- (a) Each Pledgor must preserve its corporate or company existence and will not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets
- (b) No Pledgor may change the jurisdiction of its incorporation or organization.
- (c) No Pledgor may change its name without providing the Security Agent with 30 days' prior written notice.
- (d) Each Pledgor must keep at its address indicated in Schedule 2 (Pledgors' Information) hereto its corporate records and all records, documents and instruments constituting, relating to or evidencing Pledged Collateral, except for the Pledged Collateral delivered to the Security Agent in compliance with Clause 4.2 (Delivery of certificates).

7.3 The Pledged Collateral

- (a) Each Pledgor will cause each applicable Issuer to keep and maintain, at the address indicated in Schedule 3 (Issuers' Information) hereto its corporate records and all records, documents and instruments constituting, relating to, or evidencing Pledged Collateral
- (b) Except as expressly permitted by the Credit Agreement or this Agreement, each Pledgor:
 - (i) must maintain sole legal and beneficial ownership of the Pledged Collateral,
 - (ii) 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,
 - (iii) 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;
 - (iv) 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 the value of any Pledged Collateral.
- (c) Each Pledgor must pay when due (and in any case before any penalties are assessed or any Lien is imposed on any Pledged Collateral) all taxes, assessments and charges imposed on or in respect of Pledged Collateral and all claims against the Pledged Collateral.
- (d) In any suit, legal action, arbitration or other proceeding involving the Pledged Collateral or the Security Agent's security interest, each Pledgor must take all lawful action to avoid impairment of the Security Agent's security interest or the Security Agent's rights under this Agreement or the imposition of a Lien on any of the Pledged Collateral.
- (e) Except as permitted by the Credit Agreement and made in accordance the terms thereof, no Pledgor will permit any Issuer to make, declare, or pay any dividends, distributions, or returns of capital, or purchase, redeem, or otherwise acquire for value any shares of capital stock or other ownership interests in such Issuer now or later outstanding, or make any distribution of assets or property to its shareholders as such.
- (f) No Pledgor will permit any Issuer to cancel or change the terms of the Pledged Shares or Pledged Interests, or authorize, create or issue any additional shares of capital stock or ownership interests in the Issuer, or to recharacterize or reclassify the existing interests. No Pledgor will effect or permit any change of control of any Issuer
- (g) No Pledgor will permit the certificate of formation, the certificate of incorporation, articles of organization, limited liability company agreement, or by-laws, as applicable, of the applicable Issuer to be amended in any way
 - (i) that is inconsistent with the representation and warranty in Subclause 4.2(a)(ii) (Delivery of Certificates), or

- (ii) that affects the Security Agent's security interest in the Pledged Collateral, the Security Agent's rights under this Agreement or the Pledgor's rights in the Pledged Collateral.
- (h) No Pledgor will take any action, or permit any Issuer to take any action, that could cause any of the Pledged Collateral to constitute "margin stock" within the meaning of Regulation U or X issued by the Board of Governors of the United States Federal Reserve System.

7.4 Notices

- (a) Each Pledgor must give the Security Agent prompt notice of the occurrence of any of the following events
 - (i) any pending or threatened claim, suit, legal action, arbitration or other proceeding involving or affecting any Pledgor, any Issuer or any Pledged Collateral which could reasonably be expected to impair the Security Agent's security interest or, the Security Agent's rights under this Agreement or result in the imposition of a Lien on any Pledged Collateral, or
 - (ii) any representation or warranty contained in this Agreement is or becomes untrue, incorrect or incomplete in any material respect.
- (b) Each notice delivered under this Clause, must include:
 - (i) reasonable details about the event; and
 - (ii) the Pledgors' proposed course of action.

Delivery of a notice under this Clause does not affect the Pledgors' obligations to comply with any other term of this Agreement

8. WHEN SECURITY BECOMES ENFORCEABLE

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

9. ENFORCEMENT OF SECURITY

9.1 Events of Default

An Event of Default means any "Event of Default" as defined in the Credit Agreement

9.2 General

- (a) After this Security has become enforceable, the Security Agent may immediately, in its absolute discretion, exercise any right under:
 - (i) applicable law, or
 - (ii) this Agreement,

to enforce all or any part of the Security in respect of any Collateral in any manner or order it sees fit.

(b) This includes:

- (i)** any rights and remedies available to the Security Agent under applicable law and under the UCC (whether or not the UCC applies to the affected Collateral and regardless of whether or not the UCC is the law of the jurisdiction where the rights or remedies are asserted) as if those rights and remedies were set forth in this Agreement in full,
- (ii)** transferring or assigning to, or registering in the name of, the Security Agent or its nominees any of the Collateral;
- (iii)** exercising any voting, consent, management and other rights relating to any Collateral,
- (iv)** performing or complying with any contractual obligation that constitutes part of the Collateral;
- (v)** receiving, endorsing, negotiating, executing and delivering or collecting upon any check, draft, note, acceptance, instrument, document, contract, agreement, receipt, release, bill of lading, invoice, endorsement, assignment, bill of sale, deed, security, share certificate, stock power, proxy, or instrument of conveyance or transfer constituting or relating to any Collateral;
- (vi)** asserting, instituting, filing, defending, settling, compromising, adjusting, discounting or releasing any suit, action, claim, counterclaim, right of set-off or other right or interest relating to any Collateral,
- (vii)** executing and delivering acquittances, receipts and releases in respect of the Collateral; and
- (viii)** exercising any other right or remedy available to the Security Agent under the other Finance Documents or any other agreement between the parties.

9.3 Dividend, distribution and voting rights

- (a)** So long as no Event of Default has occurred and is continuing, the Pledgors will be entitled to exercise all voting and other consensual rights with respect to the 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 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 Pledgors, all rights of the Pledgors to exercise voting and other consensual rights with respect to the Collateral and to receive dividends, distributions and other payments in respect of the Collateral will cease, and all these rights will immediately become vested solely in the Security Agent or its nominees, and each Pledgor grants the Security Agent or its nominees such Pledgor'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 Collateral received by any Pledgor will be held in trust for the Security Agent, and each Pledgor 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.

9.4 Security Agent's rights upon default

- (a) Each Pledgor irrevocably constitutes and appoints the Security Agent, with full power of substitution, as such Pledgor's true and lawful attorney-in-fact, in such Pledgor's name or in the Security Agent's name or otherwise, and at such Pledgor's expense, to take any of the actions authorized by this Agreement or permitted under applicable law upon the occurrence and during the continuation of an Event of Default, without notice to or the consent of any Pledgor. This power of attorney is a power coupled with an interest and cannot be revoked. Each Pledgor ratifies and confirms all actions taken by the Security Agent or its agents under this power of attorney.
- (b) Each Pledgor agrees that 10 days notice shall constitute reasonable notice in connection with any sale, transfer or other disposition of Pledged Collateral.
- (c) The Security Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.
- (d) The grant to the Security Agent under this Agreement of any right, power or remedy does not impose upon the Security Agent any duty to exercise that right, power or remedy. The Security Agent will have no obligation to take any steps to preserve any claim or other right against any person or with respect to any Collateral.
- (e) The Pledgors bear the risk of loss, damage, diminution in value, or destruction of the Collateral.
- (f) The Security Agent makes no express or implied representations or warranties with respect to any Collateral or other property released to the Pledgors or their successors and assigns.
- (g) Each Pledgor agrees that the Security Agent will have met its duty of care under applicable law if it holds, maintains and disposes of the Collateral in its possession in a manner that is substantially equal to that which the Security Agent accords its own property.
- (h) Except as set forth in this Clause or as required under applicable law, the Security Agent will have no duties or obligations under this Agreement or otherwise with respect to the Collateral.
- (i) The sale, transfer or other disposition under this Agreement of any right, title, or interest of any Pledgor in any item of Pledged Collateral will:
 - (i) operate to divest such Pledgor permanently and all persons claiming under or through such Pledgor of that right, title, or interest, and
 - (ii) be a perpetual bar, both at law and in equity, to any claims by such Pledgor or any person claiming under or through such Pledgor

with respect to that item of Pledged Collateral.

9.5 No Marshaling

- (a) The Security Agent need not, and each Pledgor irrevocably waives and agrees that it will not invoke or assert any law requiring the Security Agent to:
 - (i) attempt to satisfy the Secured Liabilities by collecting them from any other person liable for them; or
 - (ii) marshal any security or guarantee securing payment or performance of the Secured Liabilities or any particular asset of any Pledgor.
- (b) The Security Agent may release, modify or waive any collateral or guarantee provided by any other person to secure any of the Secured Liabilities, without affecting the Security Agent's rights against the Pledgors.

10. APPLICATION OF PROCEEDS

Any moneys received in connection with the Collateral by the Security Agent after this Security has become enforceable must be applied in accordance with the terms of the Intercreditor Agreement.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from the Pledgors

11. EXPENSES AND INDEMNITY

- (a) The Pledgors must pay within three Business Days of demand to the Security Agent all costs and expenses incurred by the Security Agent any other Secured Party, attorney, manager, delegate, sub-delegate, agent or other person appointed by the Security Agent under this Agreement for the purpose of enforcing its rights under this Agreement. This includes:
 - (i) costs of foreclosure and of any transfer, disposition or sale of the Collateral,
 - (ii) costs of maintaining or preserving the Collateral or assembling it or preparing it for transfer, disposition or sale,
 - (iii) costs of obtaining money damages; and
 - (iv) fees and expenses of attorneys employed by the Security Agent for any purpose related to this Agreement or the Secured Liabilities, including consultation, preparation and negotiation of any amendment or restructuring, drafting documents, sending notices or instituting, prosecuting or defending litigation or arbitration.
- (b) The Pledgors must indemnify and keep indemnified the Security Agent, the other Secured Parties and their respective affiliates, directors, officers, representatives and agents from and against all claims, liabilities, obligations, losses, damages, penalties, judgments, costs and expenses of any kind (including attorney's fees and expenses) which may be imposed on, incurred by or asserted against any of them by any person (including any Secured Party) in any way relating to or arising out of.
 - (i) this Agreement,

- (ii) the Collateral;
 - (iii) the Security Agent's security interest in the Collateral;
 - (iv) any Event of Default;
 - (v) any action taken or omitted by the Security Agent under this Agreement or any exercise or enforcement of rights or remedies under this Agreement; or
 - (vi) any transfer sale or other disposition of or any realization on the Collateral
- (c) No Pledgor will not be liable to an indemnified party to the extent any liability results from that indemnified party's gross negligence or willful misconduct. Payment by an indemnified party will not be a condition precedent to the obligations of any Pledgor under this indemnity.
- (d) This Clause survives the initial Utilisation Date, the making and repayment of the Loans, any novation, transfer or assignment of the Loans and the termination of this Agreement.

12. DELEGATION

12.1 Power of attorney

The Security Agent may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or in connection with this Agreement.

12.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent may think fit.

12.3 Liability

The Security Agent will not be in any way liable or responsible to any Pledgor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

13. EVIDENCE AND CALCULATIONS

In the absence of manifest error, the records of the Security Agent are conclusive evidence of the existence and the amount of the Secured Liabilities.

14. CHANGES TO THE PARTIES

14.1 Pledgors

No Pledgor may assign, delegate or transfer any of its rights or obligations under this Agreement without the consent of the Lenders, and any purported assignment, delegation or transfer in violation of this provision shall be void and of no effect.

14.2 Security Agent

- (a) The Security Agent may assign or transfer its rights and obligations under this Agreement in the manner permitted under the Finance Documents
- (b) Each Pledgor waives and will not assert against any assignee of the Security Agent any claims, defenses or set-offs which such Pledgor could assert against the Security Agent except for defenses which cannot be waived under applicable law.

14.3 Successors and assigns

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of each Pledgor and the Security Agent.

15. MISCELLANEOUS

15.1 Amendments and waivers

Any term of this Agreement may be amended or waived only by the written agreement of the Pledgors and the Security Agent

15.2 Waivers and remedies cumulative

- (a) The rights and remedies of the Security Agent under this Agreement:
 - (i) may be exercised as often as necessary;
 - (ii) are cumulative and not exclusive of its rights under applicable law; and
 - (iii) may be waived only in writing and specifically.
- (b) Delay in exercising, or non-exercise, of any right or remedy under this Agreement is not a waiver of that right or remedy

15.3 Counterparts

This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

16. SEVERABILITY

If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Agreement.

17. RELEASE

At the end of the Security Period, the Security Agent must, at the request and cost of the Pledgors, take whatever action is necessary to release the Collateral from this Security.

18. NOTICES

18.1 Notices

Any communication in connection with this Agreement must be given in writing and, unless otherwise stated, must be given in person or by fax.

18.2 Contact Details

(a) The contact details of each Pledgor for this purpose are as set forth on Schedule 2 (Pledgors' Information) attached hereto,

(b) The contact details of the Security Agent for this purpose are.

for operational matters.

Address. CityMark
150 Fountainbridge
Edinburgh EH3 9PE

Tel. 0845-366-0031

Fax. 0207-158-3204

Attention Graham Oliver

Email LLO3@lloydsbanking.com

for non-operational matters.

Address: Lloyds Bank plc
25 Gresham Street
London EC2V 7HN

Tel 020 7356 2360/020 7356 3503

Fax: 020 7158 3198

Attention. Cliff Baylis/Andrew Moore

Email cliff.baylis@lloydsbanking.com

(c) Either party may change its contact details by giving five Business Days' notice to the other party.

- (d) Where a party nominates a particular department or officer to receive a communication, a communication will not be effective if it fails to specify that department or officer.

18.3 Effectiveness

- (a) Except as provided below, any communication in connection with this Agreement will be deemed to be given as follows.
 - (i) if delivered in person, at the time of delivery,
 - (ii) if by fax, when sent with confirmation of transmission.
- (b) A communication given under this Clause but received on a non-working day or after business hours on a working day in the place of receipt will only be deemed to be given on the next working day in that place.

19. GOVERNING LAW

This Agreement, the relationship between the Pledgors and the Secured Parties and any claim or dispute (whether sounding in contract, tort, statute or otherwise) relating to this Agreement or that relationship shall be governed by and construed in accordance with law of the State of New York including section 5-1401 of the New York General Obligations Law but excluding any other conflict of law rules that would lead to the application of the law of another jurisdiction. If the law of a jurisdiction other than New York is, under section 1-105(2) of the UCC, mandatorily applicable to the perfection, priority or enforcement of any security interest granted under this Agreement in respect of any part of the Collateral, that other law shall apply solely to the matters of perfection, priority or enforcement to which it is mandatorily applicable.

20. ENFORCEMENT

20.1 Jurisdiction

- (a) For the benefit of the Security Agent, each Pledgor agrees that any New York State court or Federal court sitting in the City and County of New York has jurisdiction to settle any disputes and any judgment, order or award in connection with this Agreement and accordingly submits to the jurisdiction of those courts
- (b) Each Pledgor
 - (i) waives objection to the New York State and Federal courts on grounds of personal jurisdiction, inconvenient forum or otherwise as regards proceedings in connection with this Agreement; and
 - (ii) agrees that a judgment or order of a New York State or Federal court in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
- (c) Nothing in this Clause limits the right of the Security Agent or any other Secured Party to bring proceedings against any Pledgor in connection with this Agreement

- (i) in any other court of competent jurisdiction; or
- (ii) concurrently in more than one jurisdiction.

20.2 Service of process

- (a) The Pledgor irrevocably appoints Corporation Service Company, 1180 Avenue of the Americas, Suite 210, New York, New York 10036 as its agent for service of process in relation to any proceedings before any courts located in the State of New York in connection with this Agreement,
- (b) The Pledgor agrees to maintain an agent for service of process in the State of New York until the end of the Security Period.
- (c) The Pledgor agrees that failure by a process agent to notify the Pledgor of the process will not invalidate the proceedings concerned.
- (d) The Pledgor consents to the service of process relating to any proceedings by a notice given in accordance with Clause 18 (Notices)

If the appointment of any person mentioned in paragraph (a) above ceases to be effective, the Pledgor must immediately appoint a further person in the State of New York to accept service of process on its behalf in the State of New York and, if the Pledgor does not appoint a process agent within 15 days, the Pledgor authorizes the Security Agent to appoint a process agent for the Pledgor

20.3 Complete agreement

This Agreement and the other Finance Documents contain the complete agreement between the parties on the matters to which they relate and supersede all prior commitments, agreements and understandings, whether written or oral, on those matters.

20.4 Waiver of Jury Trial

EACH PLEDGOR AND THE SECURITY AGENT (FOR ITSELF AND ON BEHALF OF THE OTHER SECURED PARTIES) WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court

The undersigned, intending to be legally bound, have executed and delivered this Agreement on the date stated at the beginning of this Agreement

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SCHEDULE 1
PLEDGED INTERESTS AND SHARES

Pledged Interests

| <u>Name of Issuer</u> | <u>Owner</u> | <u>Certificate No.</u> | <u>Number of Units</u> | <u>Type of Units (Class/Par Value)</u> | <u>% of ownership interest in the Issuer</u> |
|---------------------------------|----------------------|------------------------|------------------------|--|--|
| Trackplay LLC | Sportech Racing, LLC | 1 | n/a | Membership Interest | 100% |
| Sportech Games Holdco, LLC | Sportech Racing, LLC | 1 | n/a | Membership Interest | 100% |
| Sportech Venues CA Holdco, LLC | Sportech Venues Inc. | 1 | n/a | Membership Interest | 100 |
| Sportech Venues California, LLC | Sportech Venues Inc. | 1 | n/a | Membership Interest | 100 |
| Sportech Racing, LLC | Sportech, Inc. | 1 | n/a | Membership Interest | 100 |

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 |
| eBet Technologies, Inc. | Sportech, Inc | C-4 | 100 | Common Stock \$20.00 par value | 100 |
| Sportech Venues Inc | Sportech, Inc | 1 | 100 | Common Stock No par value | 100 |

SCHEDULE 2
PLEDGORS' INFORMATION

| Pledgor | Jurisdiction of Incorporation or Formation | Date of Last Change of Name | Organizational Identification Number | Address of Chief Executive Office | Address for Notices and Location of Records |
|---------------------------------|---|--|---|--|--|
| Sportech Racing, LLC | State of Delaware | 10/13/2010 | 0899406 | 1095 Woodward Ridge Parkway, Suite 170, Alpharetta, Georgia, 30005 | 555 Long Wharf Drive, 11th Floor New Haven, CT 06511 |
| Sportech Holdco 2 Limited | England and Wales | n/a | 7119697 | Walton House, Charnock Rd, Liverpool L671AA | Walton House, Charnock Rd, Liverpool L671AA |
| Sportech, Inc | State of Delaware | 10/13/2010 | 4786646 | 555 Long Wharf Drive, 11th floor New Haven, CT 06511 | 555 Long Wharf Drive, 11th floor New Haven, CT 06511 |
| Sportech Venues Inc | State of Connecticut | 10/15/2010 | 02827442 | 555 Long Wharf Drive, 11th Floor New Haven, CT 06511 | 555 Long Wharf Drive, 11th Floor New Haven, CT 06511 |

SCHEDULE 3

ISSUERS' INFORMATION

| Issuer | Issuer's Address | Jurisdiction of Incorporation or Formation | Member/Shareholder and Percentage of Interest held |
|------------------------------------|--|--|--|
| Sportech Venues CA Holdco, LLC | 555 Long Wharf Drive, 11th Floor New Haven, CT 06511 | State of Delaware | Sportech Venues Inc 100% |
| Sportech Venues California, LLC | 555 Long Wharf Drive, 11th Floor New Haven, CT 06511 | State of Delaware | Sportech Venues Inc 100% |
| Trackplay LLC | 555 Long Wharf Drive, 11th Floor New Haven, CT 06511 | State of Delaware | Sportech Racing, LLC 100% |
| Sportech Games Holdco, LLC | 555 Long Wharf Drive, 11th Floor New Haven, CT 06511 | State of Delaware | Sportech Racing, LLC 100% |
| Sportech, Inc | 555 Long Wharf Drive 11th Floor New Haven, CT 06511 | State of Delaware | Sportech Holdco 2 Limited 100% |
| Sportech Venues Inc. | 555 Long Wharf Drive 11th Floor New Haven, CT 06511 | State of Connecticut | Sportech, Inc 100% |
| Sportech Racing, LLC | 1095 Windward Ridge Parkway, Suite 170, Alpharetta, Georgia, 30005 | State of Delaware | Sportech, Inc. 100% |
| eBet Technologies, Inc | 555 Long Wharf Drive 11th Floor New Haven, CT 06511 | State of Nevada | Sportech, Inc. 100% |

SIGNATORIES

Pledgor

SPORTECH RACING, LLC

By:

Title:

Pledgor

SPORTECH HOLDCO 2 LIMITED

By:

CLIFF BATY

Title:

DIRECTOR

Pledgor

SPORTECH, INC

By:

Title:

Pledgor

SPORTECH VENUES INC.

By:

Title:

SIGNATORIES

Pledgor

SPORTECH RACING, LLC

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Pledgor

SPORTECH HOLDCO 2 LIMITED

By: [Redacted]

Title:

Pledgor

SPORTECH, INC.

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Pledgor

SPORTECH VENUES INC

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Security Agent

BANK OF SCOTLAND PLC

By 

Title

[Signature Page – Sportech Pledge Agreement]

Each of the undersigned, being an Issuer of the Pledged Collateral referred to above, irrevocably agrees that it will comply with instructions with respect to the Collateral originated by the Security Agent without further consent by the Pledgors

Issuer

TRANSPORTATION

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Issuer

SPORTECH VENUES CA HOLDCO, LLC

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Issuer

SPORTECH VENUES CALIFORNIA, LLC

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Issuer

SPORTECH GAMES HOLDCO, LLC

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Issuer

SPORTECH RACING, LLC

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Issuer

SPORTECH, INC.

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Issuer

SPORTECH VENUES INC.

[Redacted Signature]

By: James D. Birney

Title: Treasurer

Issuer

EBET TECHNOLOGIES, INC.,

a Nevada corporation

[Redacted Signature]

By: James D. Birney

Its: Authorized signatory