



Registration of a Charge

Company name: **INTERNATIONAL GAME TECHNOLOGY PLC**

Company number: **09127533**



X7A20N57

Received for Electronic Filing: **12/07/2018**

Details of Charge

Date of creation: **27/06/2018**

Charge code: **0912 7533 0008**

Persons entitled: **NATWEST MARKETS PLC (FORMERLY KNOWN AS THE ROYAL BANK OF SCOTLAND PLC) LIMITED COMPANY)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

JANAM NAGRA



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9127533

Charge code: 0912 7533 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2018 and created by INTERNATIONAL GAME TECHNOLOGY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2018 .

Given at Companies House, Cardiff on 16th July 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 27 June 2018

INTERNATIONAL GAME TECHNOLOGY PLC
as Assignor

NATWEST MARKETS PLC
as Common Security Agent

SECOND SUPPLEMENTAL DEED OF ASSIGNMENT

Note: this Deed is subject to the terms of an Intercreditor Agreement dated 7 April 2015 and made between, amongst others, the Assignor and the Common Security Agent

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THIS DEED is dated 27 June 2018

BETWEEN:

- (1) **INTERNATIONAL GAME TECHNOLOGY PLC**, a public limited company incorporated under the laws of England and Wales with company number 09127533 (the "**Assignor**"); and
- (2) **NATWEST MARKETS PLC** (formerly known as The Royal Bank of Scotland plc) (the "**Common Security Agent**").

WHEREAS:

- (A) Reference is made to the Intercreditor Agreement dated 7 April 2015 among the Assignor; the Common Security Agent; NatWest Markets Plc (formerly known as The Royal Bank of Scotland plc) as Revolving Agent; the financial institutions named on the signature pages thereof as Revolving Lenders; the financial institutions named on the signature pages thereof as Revolving Swingline Lenders; NatWest Markets Plc (formerly known as The Royal Bank of Scotland plc) as Issuing Agent; KeyBank National Association as Swingline Agent; the financial institutions named on the signature pages thereof as Revolving Arrangers; Mediobanca – Banca di Credito Finanziario S.p.A. as Term Agent; the financial institutions named on the signature pages thereof as Term Lenders; the financial institutions named on the signature pages thereof as Term Arrangers; BNY Mellon Corporate Trustee Services Limited as 2018 GTECH Senior Secured Notes Trustee; BNY Mellon Corporate Trustee Services Limited as 2020 GTECH Senior Secured Notes Trustee; Wells Fargo Bank, National Association as IGT Senior Secured Notes Trustee; BNY Mellon Corporate Trustee Services Limited as New Senior Secured Notes Trustee; the companies named on the signature pages thereof as Intra-Group Lenders; and the subsidiaries of the Assignor named on the signature pages thereof (including, without limitation the Assignor) as Debtors (the "**Intercreditor Agreement**").
- (B) Reference is hereby also made to the Deed of Assignment dated 7 April 2015 between the Assignor and the Common Security Agent pursuant to which the Assignor assigned, by way of Security in favour of the Common Security Agent, the Assigned Agreement (as defined below) as Security for the Secured Liabilities (as defined below), as supplemented by a Supplemental Deed of Assignment dated 31 July 2017 (the "**2015 Deed of Assignment**").
- (C) Reference is hereby also made to the Indenture dated as of the date hereof among the Assignor, as Issuer; certain subsidiaries of the Issuer, as Guarantors; BNY Mellon Corporate Trustee Services Limited, as Trustee (the "**2018 Indenture Trustee**"); The Bank of New York Mellon, London Branch, as Paying Agent and Transfer Agent; The Bank of New York Mellon SA/NV, Luxembourg Branch, as Registrar; and the Common Security Agent, as Security Agent (the "**2018 Indenture**").
- (D) Pursuant to a Confirmation Certificate dated the date hereof from the Assignor to the Senior Secured Creditors, the Creditor Representatives and the Common Security Agent, the Assignor has, among other matters, designated the 2018 Indenture as a "Senior Secured Notes Indenture" as defined in, and for the purposes of, the Intercreditor Agreement. The 2018 Indenture is accordingly a "Senior Secured Notes Indenture" and a "Senior Secured Debt Document" as defined in, and for the purposes of, the Intercreditor Agreement and accordingly the liabilities and obligations of the Assignor and any other member of the Group under the 2018 Indenture are comprised in (a) the "Senior Secured Liabilities" and "Secured Liabilities" as each such term is defined in, and for the purposes of, the Intercreditor Agreement as well as in (b) the "Secured Liabilities" (as defined below) for the purposes of the 2015 Deed of Assignment and this Supplemental Deed of Assignment.
- (E) Pursuant to a Creditor Representative Accession Undertaking dated the date hereof from the 2018 Indenture Trustee to the Common Security Agent, the 2018 Indenture Trustee has, among other matters, agreed to be bound by all of the provisions of the Intercreditor Agreement as if it had been an original party to the Intercreditor Agreement.
- (F) This Deed is supplemental to the 2015 Deed of Assignment.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed:

"Assigned Agreement" means each Scheduled Agreement and any other Relevant Agreement that is assigned pursuant to Clause 3.2(b).

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Collateral Rights" means all rights, powers and remedies of the Common Security Agent provided by or pursuant to this Deed or by law.

"Common Secured Liabilities" has the meaning given to that term in the Intercreditor Agreement and includes, without limitation and for the avoidance of doubt, the Secured Liabilities (as defined below).

"Counterparty" means, in relation to each Scheduled Agreement, Lottomatica or IGT US HoldCo (as applicable) and, in relation to any other Assigned Agreement, the debtor under that Relevant Agreement.

"Delegate" means a delegate, sub-delegate, attorney or co-trustee appointed, directly or indirectly, pursuant to clause 11.3 (*Delegation*) of the 2015 Deed of Assignment.

"Existing Security" means any Security created pursuant to the 2015 Deed of Assignment.

"IGT US HoldCo" means International Game Technology, a Nevada corporation with its registered address as 9295 Prototype Drive, Reno, Nevada 89521, USA.

"Intercreditor Agreement" has the meaning given to that term in Recital (A) of this Deed.

"Intra-Group Liabilities" means any Intra-Group Liabilities owed to the Assignor under or pursuant to an Assigned Agreement.

"Lottomatica" means Lottomatica Holding S.r.l, a company incorporated under the laws of the Republic of Italy, whose registered office is at Viale Del Campo Boario, 56/D, 00154 Rome, Italy, number of enrolment with the Companies Register of Rome, fiscal code no.1304431000.

"Receiver" means a receiver or receiver and manager, or, where permitted by law, an administrative receiver, appointed in respect of the whole or any part of the Security Assets and that term will include any appointee made under a joint and several appointment.

"Related Rights" means, in relation to any asset:

- (a) any monies and proceeds paid or payable in respect of that asset;
- (b) the proceeds of sale, transfer or other disposal of any part of that asset;
- (c) all rights, powers, benefits, claims, causes of action, awards and judgments, contracts, warranties, negotiable instruments, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset;
- (d) all rights under any agreement for sale, transfer or other disposal in respect of that asset; and
- (e) any other assets deriving from, or relating to, that asset.

"Relevant Agreement" means any document or instrument governed by English law under which the Assignor makes or agrees to make available a loan, grant credit or make any other financial arrangement having similar effect to any member of the Group in a principal amount exceeding US\$10,000,000 other than each Scheduled Agreement (any such documents or instruments being as amended, novated, extended, supplemented and/or restated from time to time).

"Scheduled Agreement" means each agreement listed in Schedule 1 (*Assigned Agreements*) (each such agreement being as amended, novated, extended, supplemented and/or restated from time to time).

"Secured Liabilities" means all present and future liabilities and obligations (including non-crystallised market-to-market liabilities under the Hedging Agreements but excluding Restricted Creditor Secured Liabilities) at any time due, owing or incurred by any member of the Group and by the Assignor to any Secured Party under the Senior Secured Debt Documents both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (excluding all Excluded Swap Liabilities) together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Debtor or any grantor of Transaction Security of a Payment on the grounds of preference or otherwise,

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

"Secured Parties" means:

- (a) the Common Security Agent (including the Parallel Debt Creditor);
- (b) the Arrangers;
- (c) any Receiver or Delegate; and
- (d) each of the Senior Secured Creditors from time to time (other than any Restricted Creditor Secured Parties) but, in the case of each such Senior Secured Creditor, only if it (or, in the case of a Senior Secured Noteholder, its Creditor Representative) is a party to or has acceded to the Intercreditor Agreement in the appropriate capacity pursuant to the terms of the Intercreditor Agreement.

"Security Assets" means all the assets from time to time subject to, or expressed to be subject to, the Security created or expressed to be created by or pursuant to this Deed.

1.2 **Intercreditor Agreement**

Unless otherwise expressly defined in this Deed or the context otherwise requires, words and expressions defined in the 2015 Deed of Assignment or the Intercreditor Agreement (as applicable) have the same meaning in this Deed or any notice given under or in connection to this Deed.

1.3 **Construction**

- (a) The provisions of Clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this Deed with all necessary modifications as if they were expressly set out in full in this Deed.

- (b) **"assets"** includes present and future properties, revenues and rights of every description.
- (c) A **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).
- (d) **"rights"** shall be construed as including rights, benefits, privileges, consents, authorities, discretions, remedies and powers and "right" shall be construed accordingly.
- (e) A reference to all or any **"Senior Secured Liabilities"** includes any liabilities which would be treated as such but for the liquidation or dissolution or similar event affecting a Debtor.
- (f) Any reference to the "Common Security Agent", the "Assignor", the "Secured Parties" or a "Creditor Representative" shall be construed so as to include its or their (and any subsequent) successors and any permitted assigns and permitted transferees in accordance with their respective interests.
- (g) Unless the context otherwise requires, a reference to a **"Security Asset"** includes:
 - (i) any part of that Security Asset;
 - (ii) any proceeds of that Security Asset; and
 - (iii) any present and future assets of that type.
- (h) A provision of law is a reference to that provision as amended or re-enacted.
- (i) References in this Deed to any Clause or Schedule shall be to a Clause or Schedule of this Deed unless otherwise specified.
- (j) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (k) Clause and Schedule headings are for ease of reference only.
- (l) Any reference to any matter or circumstance being permitted is to be construed as a matter reference to any matter or circumstance which is not expressly prohibited.
- (m) Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

1.4 **Deed**

This document is to take effect as a deed notwithstanding that the Common Security Agent has executed it under hand only.

1.5 **Third party rights**

- (a) Save as expressly stated in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed the consent of any person who is not a Party is not required to rescind or vary this Deed at any time save as provided in the Intercreditor Agreement.
- (c) Any Receiver or any Delegate of the Common Security Agent or any Receiver may, subject to this Clause 1.5 (*Third Party Rights*), rely on any Clause which expressly confers rights on it.

1.6 **Covenants**

Each covenant of the Assignor contained in this Deed remains in force until the Release Date.

1.7 **Intercreditor Agreement**

This Deed is subject to, and has the benefit of, the Intercreditor Agreement. In the event of inconsistency between this Deed and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

1.8 **Present and Future Assets**

- (a) A reference in this Deed to any Security Asset or other assets includes, unless the contrary intention appears, present and future Security Assets and other assets.
- (b) The absence of or incomplete details of any Security Assets in any Schedule shall not affect the validity or enforceability of any Security created by or pursuant to this Deed.

2. **COVENANT TO PAY**

2.1 **Covenant to pay**

The Assignor covenants with the Common Security Agent that it shall on demand pay or discharge to the Common Security Agent the Secured Liabilities, in each case at the time and in the manner provided for in the Senior Secured Debt Documents.

2.2 **Interest**

If the Assignor fails to pay any Secured Liabilities on the due date for payment of that sum, such Assignor shall on demand pay to the Common Security Agent interest which shall (to the extent such accrual does not result in any double-counting of interest under the provisions of the Senior Secured Debt Documents) accrue on the overdue amount (and be compounded with it) from the due date up to the date of actual payment (both before and after judgment and to the extent interest at a default rate is not otherwise being paid on that sum) at the rate which is one per cent. per annum over the rate at which the Common Security Agent would be able to obtain by placing on deposit with a leading bank an amount comparable to the unpaid amounts in the currencies of those amounts for any period(s) that the Common Security Agent may from time to time select provided that if any such rate is below zero, that rate will be deemed to be zero.

3. **SECURITY**

3.1 **General**

All Security constituted by or pursuant to this Deed is:

- (a) made in favour of the Common Security Agent (for the benefit of itself and the other Secured Parties);
- (b) made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) continuing Security for the payment and discharge of all Secured Liabilities.

For the avoidance of doubt, the Common Security Agent will be entitled to the rights and subject to the duties and obligations applicable to it under the 2018 Indenture.

3.2 Assignment by way of Security

- (a) The Assignor assigns absolutely to the Common Security Agent as security for the payment and discharge of the Secured Liabilities, all its present and future rights, claims, title, interest and benefit in and to each Scheduled Agreement including all Related Rights.
- (b) Subject to the Agreed Security Principles, the Assignor assigns and agrees to assign absolutely to the Common Security Agent as security for the payment and discharge of the Secured Liabilities, all its present and future rights, claims, title, interest and benefit in and to each Relevant Agreement including all Related Rights.
- (c) To the extent that any right, claim, title interest or benefit described in Clause 3.2(a) or Clause 3.2(b) is not assignable or capable of assignment, the assignment of that right purported to be effected by Clause 3.2(a) or Clause 3.2(b) (as appropriate) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Assignor may derive from that right or be awarded or entitled to in respect of the Assigned Agreement and the Intra-Group Liabilities.
- (d) To the extent that they do not fall within Clause 3.2(a), Clause 3.2(b) or Clause 3.2(c) and are not effectively assigned under Clause 3.2(a), Clause 3.2(b) or Clause 3.2(c), the Assignor charges by way of first fixed charge all of its rights under each Assigned Agreement and the Intra-Group Liabilities.

3.3 Common Security Agent assumes no obligations

The Common Security Agent shall not be under any obligation in relation to the Security Assets or each Assigned Agreement as a consequence of this Deed and the Assignor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Security Assets and each Assigned Agreement.

3.4 Security trust

The Common Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of this Deed and the Intercreditor Agreement.

4. REPRESENTATIONS AND WARRANTIES

The Assignor makes each of the representations and warranties set out in this Clause 4 to the Common Security Agent on the date hereof.

- (a) It is a public limited company duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- (b) Subject to the Legal Reservations, the obligations expressed to be assumed by it, under this Deed are legal, valid, binding and enforceable obligations.
- (c) The entry into and performance by it of its obligations under, and the transactions contemplated by, this Deed do not and will not conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) its constitutional documents; or
 - (iii) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument, unless any such conflict does not and is not reasonably likely to have a Material Adverse Effect.

- (d) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (e) No limit on its powers will be exceeded as a result of the entry into this Deed by it.
- (f) Subject to the Legal Reservations, all Authorisations required:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and
 - (ii) to make this Deed admissible in evidence in its jurisdiction of incorporation,
 have been (or will be) obtained or effected and are (or will be) in full force and effect.
- (g) No Security exists over all or any of the present or future Security Assets other than Security that is not prohibited by the Senior Secured Debt Documents.

5. **GENERAL OBLIGATIONS**

Except with the written consent of the Common Security Agent, the Assignor shall not:

- (a) create or permit to subsist any Security on or over the Security Assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, dispose of all or any part of the Security Assets,

(in each case) unless expressly permitted or not prohibited under the Senior Secured Debt Documents.

6. **FURTHER ASSURANCE**

- (a) Subject to the Agreed Security Principles, the Assignor shall, at its own expense, promptly do all such acts and things, or execute all such documents, as the Common Security Agent may reasonably specify (and in such form as the Common Security Agent may reasonably require) for:
 - (i) creating, registering, perfecting, maintaining or protecting the Security intended to be created by or pursuant to this Deed or over any or all of the Security Assets or for the exercise of the Collateral Rights; or
 - (ii) facilitating the realisation of the Security created under this Deed after that Security has become enforceable or the exercise of any right, power or discretion in relation to any Security Asset or such Security vested in the Common Security Agent, any Receiver or any Delegate,

including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or Security or any other document or any notice or instrument which the Common Security Agent may reasonably require (in such form as the Common Security Agent may reasonably require), including any such document, notice or instrument required to enable the Common Security Agent or its nominee to obtain legal title to any Security Assets in circumstances in which it is entitled to obtain such legal title under this Deed.

- (b) Subject to the Agreed Security Principles, the Assignor shall take all reasonable action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Common Security Agent or the Secured Parties by or pursuant to this Deed.

- (c) The Assignor, by way of Security, irrevocably appoints the Common Security Agent, every Receiver and every Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise and in such manner as the attorney thinks fit after the Security created by or pursuant to this Deed has become enforceable in accordance with clause 8.2 (*Enforceability of Security*) of the 2015 Deed of Assignment or if the Assignor has failed to comply within five (5) Business Days of a written request to do any material thing which the Assignor is obliged to do under this Deed but has not done:
 - (i) to do all acts and things which the Assignor is obliged to do under this Deed but has failed to do, including, without limitation:
 - (x) to execute charges over, transfers, conveyances, assignments and assurances of, and all other instruments, notices, orders and directions relating to, the Security Assets; and
 - (y) to register or renew registration of the existence of the Security created under this Deed or the restrictions on dealing with the Security Assets in any register;
 - (ii) to transfer any interest in any Security Asset in the circumstances in which such transfer may be required under this Deed including on an enforcement of the Security over such Security Assets; and
 - (iii) to exercise any right conferred on the Common Security Agent, any Receiver or any Delegate in relation to the Security Assets or under this Deed or by law after such right has become exercisable.

The Assignor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney granted by this Clause 6(c).

7. ASSIGNED AGREEMENTS

7.1 Assigned Agreements

- (a) The Assignor shall:
 - (i) within thirty (30) days of the date hereof give notice to IGT US HoldCo and Lottomatica of the Security created pursuant to this Deed over the relevant Scheduled Agreement to which such Counterparty is a party, including the assignment expressed to be created under Clause 3.2 (*Assignment by way of Security*) substantially in the form set out in Schedule 2 (*Form of Notice*), with a copy to the Common Security Agent, and shall procure that IGT US HoldCo and Lottomatica (as applicable) sign an acknowledgement of the notice and delivers it to the Common Security Agent within thirty (30) days of the date hereof substantially in the form set out in Schedule 3 (*Form of Acknowledgement Letter*); and
 - (ii) (promptly upon the execution of any Relevant Agreement and in any event within five (5) Business Days thereafter) give notice to the relevant Counterparty of the Security created pursuant to this Deed over the Relevant Agreement, including the assignment expressed to be created under Clause 3.2 (*Assignment by way of Security*), substantially in the form set out in Schedule 2 (*Form of Notice*), with a copy to the Common Security Agent, and shall use all reasonable endeavours to procure that the relevant Counterparty signs an acknowledgement of the notice and delivers it to the Common Security Agent substantially in the form set out in Schedule 3 (*Form of Acknowledgement Letter*) within ten (10) Business Days of the date of the Relevant Agreement.

- (b) Each notice of assignment specified in Clause 7.1(a) above, to Lottomatica and to any other Counterparty incorporated under the laws of the Republic of Italy shall bear a certified date (*data certa*). Any acknowledgement letter from Lottomatica and any other Counterparty incorporated in the Italian Republic shall bear a certified date (*data certa*). Evidence of service of such notice of assignment and the original copy (with certified date (*data certa*)) of the acknowledgement letter shall be promptly delivered to the Common Security Agent.
- (c) The Common Security Agent may at all times after the Security created by or pursuant to this Deed has become enforceable serve written notice on a Counterparty whereupon the Counterparty shall deal with the Assigned Agreement and the Intra-Group Liabilities in such manner as the Common Security Agent may direct.
- (d) The Assignor shall not take any action which might reasonably be expected to jeopardise the existence or enforceability of its rights under each Assigned Agreement or the Intra-Group Liabilities and which would be in breach unless such action is not otherwise prohibited by the Senior Secured Debt Documents.

7.2 **Payments to Common Security Agent under Assigned Agreement**

Until the Security created by or pursuant to this Deed has become enforceable, any payments received by the Common Security Agent under or in respect of each Assigned Agreement by virtue of this Deed shall be paid by the Common Security Agent to the Assignor for application subject to and in accordance with the Senior Secured Debt Documents, save to the extent required by the terms of the Senior Secured Debt Documents to be applied against any of the Senior Secured Liabilities.

7.3 **General**

The Assignor shall not take any action, or permit any action to be taken, in relation to the Security Assets that would have the result of materially impairing the Security created by this Deed provided that nothing in this Clause 7.3 will prohibit any action or omission permitted or not prohibited under the Senior Secured Debt Documents.

7.4 **2015 Deed of Assignment and Confirmation of existing Security**

- (a) The parties agree that the Security interests created by this Deed are created subject to the Existing Security and that the 2015 Deed of Assignment shall remain in full force and effect.
- (b) The Assignor confirms that the Existing Security (i) shall remain in full force and effect notwithstanding the provisions of this Deed; and (ii) continue to secure its obligations and those of each relevant Debtor and extend to any new obligations assumed by any relevant Debtor.
- (c) The Assignor further confirms that (i) the 2018 Indenture has been designated as a "Senior Secured Notes Indenture" by the Assignor as defined in, and for the purposes of, the Intercreditor Agreement; and (ii) the Existing Security extends (amongst other things) to the Liabilities of the Assignor (as Issuer under and as defined in the 2018 Indenture) and the Guarantors under (and as defined in) the 2018 Indenture.
- (d) This Deed is a "Debt Document" as defined in, and for the purposes of, the Intercreditor Agreement.

8. **INCORPORATION BY REFERENCE**

The provisions of clauses 4 to 19 inclusive of the 2015 Deed of Assignment are deemed to be incorporated into this Deed with all necessary modifications as if those provisions were set out in full in this Deed.

9. **COUNTERPARTS**

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

10. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

10.1 **Governing law**

This Deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Deed are governed by English law.

10.2 **Jurisdiction**

- (a) Subject to Clause 10.2(c), the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) or the consequences of its nullity (a "**Dispute**").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.
- (c) This Clause 10.2 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:
 - (i) proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (ii) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF the parties hereto have caused this Deed to be duly executed as a deed on the date first written above.

SCHEDULE 1
ASSIGNED AGREEMENTS

Lender	Borrower	Document Date	Governing Law	Loan Number
International Game Technology PLC	Lottomatica Holding S r.l.	28 January 2015 (as may be subsequently amended, novated, extended, supplemented and/or restated from time to time)	English	434
International Game Technology PLC	International Game Technology, a Nevada corporation	7 April 2015 (as may be subsequently amended, novated, extended, supplemented and/or restated from time to time)	English	435
International Game Technology PLC	International Game Technology, a Nevada corporation	7 April 2015 (as may be subsequently amended, novated, extended, supplemented and/or restated from time to time)	English	442

**SCHEDULE 2
FORM OF NOTICE**

To: [●]
 as the " Counterparty"

Cc: **NatWest Markets Plc**
 as the "Common Security Agent"

Date:

Dear Sirs:

Second Supplemental Deed of Assignment dated 27 June 2018 between International Game Technology PLC as assignor (the "Assignor") and NatWest Markets Plc as the Common Security Agent (the "Second Supplemental Deed of Assignment")

We give you notice [(including for the purposes of Article 1264 of the Italian Civil Code)]¹ that, by the Second Supplemental Deed of Assignment, the Assignor has assigned by way of security in favour of NatWest Markets Plc as Common Security Agent for the benefit of the Secured Parties (as defined in the Second Supplemental Deed of Assignment) all its present and future rights, claims, title, interest and benefit in and to the [intercompany loan agreement] dated [●] between the Assignor as lender and you a debtor (the "**Assigned Agreement**"). Capitalised terms and expressions used and not otherwise defined in this notice shall have the meanings given thereto in the Assigned Agreement.

You may continue to deal with the Assignor in relation to the Assigned Agreement and Intra-Group Liabilities until you receive written notice to the contrary from the Common Security Agent at any time the security created by or pursuant to the Second Supplemental Deed of Assignment has become enforceable (in which case you shall deal only with the Common Security Agent thereafter).

The Assignor will remain liable to perform all its obligations under the Assigned Agreement and neither the Common Security Agent nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Assigned Agreement.

The provisions of this notice may not be revoked without the written consent of the Common Security Agent.

The Assigned Agreement may not be amended, varied, waived or terminated to the extent this would be prohibited by the Senior Secured Debt Documents.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Common Security Agent at: NatWest Markets Plc, 280 Bishopsgate, London, EC2M 4RB, United Kingdom Attention: Steve Swann, Syndicated Loans Agency.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

International Game Technology PLC
the Assignor

¹ To be included for a Counterparty incorporated under the laws of the Republic of Italy.

SCHEDULE 3
FORM OF ACKNOWLEDGEMENT LETTER

To: **NatWest Markets Plc**
as the "**Common Security Agent**"

Cc: **International Game Technology PLC**
as the "**Assignor**"

Date

Dear Sirs:

Second Supplemental Deed of Assignment dated 27 June 2018 between the Assignor and the Common Security Agent (the "Second Supplemental Deed of Assignment"); agreement dated [●] between the Assignor and [●] (the "Assigned Agreement")

We confirm [(also for the purposes of Article 1264 of the Italian Civil Code)]² receipt from the Assignor of a notice of assignment dated [●] of the Assigned Agreement (as pursuant to the Second Supplemental Deed of Assignment (the "**Notice**")).

We confirm that we:

- (a) agree to the terms set out in the Notice and to act in accordance with its provisions including to act in accordance with the instructions of the Common Security Agent in the circumstances specified in the Notice;
- (b) have not received notice of the interest of any third party (other than the Common Security Agent) in the Assigned Agreement or Intra-Group Liabilities; and
- (c) except as not prohibited under the Senior Secured Debt Documents, will not exercise any rights of counterclaim or set-off in respect of the Assigned Agreement.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

[Counterparty]

² To be included for a Counterparty incorporated under the laws of the Republic of Italy.

SIGNATORIES

EXECUTED as a DEED by INTERNATIONAL GAME TECHNOLOGY PLC

[Redacted Signature]

Signature

Claudio Demolli

Name

Attorney-in-fact

Title

Providence, Rhode Island

Place

in the presence of

[Redacted Signature]

Signature of witness

Robert A. Arena

Name of witness

c/o IGT Global Solutions Corporation
IGT Center
10 Memorial Boulevard
Providence, RI 02903-1160
USA

Address of witness

Attorney

Occupation of witness

The Common Security Agent

NATWEST MARKETS PLC

For and on behalf of National Westminster Bank Plc acting as agent for NatWest Markets Plc

By

