

**PROJECT CERES
ADDITIONAL FACILITY LENDER ACCESSION NOTICE**

To: Wilmington Trust (London) Limited as Agent as Security agent and Senior Agent (as defined in the Intercreditor Agreement)

From: The Royal Bank of Scotland plc

Dated: 22 December 2017

**GVC Holdings PLC €370,000,000 Senior Facilities Agreement
dated 2 March 2017 (as amended and restated on 7 December 2017)
(the “Facilities Agreement”) and additional facility notice dated 22 December 2017
in relation to the Facilities Agreement (the “Additional Facility Notice”)**

1. We refer to the Facilities Agreement. This is an Additional Facility Lender Accession Notice for the purpose of the Facilities Agreement and a Creditor/Agent Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Accession Notice unless given a different meaning in this Additional Facility Lender Accession Notice.
2. The Royal Bank of Scotland plc (the “**New Additional Facility Lender**” and for the purposes of paragraphs 4 and 5 below, the “**Acceding Senior Lender**”) of 36 St Andrew Square, Edinburgh EH2 2YB agrees to become an Additional Facility Lender and to be bound by the terms of the Facilities Agreement as a Lender under each of the Facilities specified in the Additional Facility Notice.
3. On the date the Additional Facility referred to above becomes effective in accordance with Clause 2.2 (*Additional Facility*) of the Facilities Agreement (the “**Effective Date**”), the New Additional Facility Lender shall become:
 - (a) party to the Facilities Agreement as a Lender; and
 - (b) party to the Intercreditor Agreement as a Senior Lender (as defined therein).
4. In consideration of the Acceding Senior Lender being accepted as a Senior Lender for the purposes of the Intercreditor Agreement (and as defined therein), the Acceding Senior Lender confirms that, as from the Effective Date, it intends to be party to the Intercreditor Agreement as a Senior Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Senior Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.
5. The Acceding Senior Lender hereby expressly ratifies and approves any and all acts done by the Security Agent on its behalf prior to execution by the Acceding Senior Lender of this Creditor/Agent Accession Undertaking.
6. The New Additional Facility Lender assumes all the rights and obligations of a Lender in relation to the Commitments under the Facilities Agreement specified in the schedule to the Additional Facility Notice (the “**Schedule**”) in accordance with the terms of the Facilities Agreement.
7. The New Additional Facility Lender’s administrative details for the purposes of the Facilities Agreement and the Intercreditor Agreement are as follows:

Address: 1 Hardman Boulevard, Manchester, M3 3AQ

Electronic mail address: LIBORLendingSyndicated@rbs.com

Attention: LIBOR Lending Syndicated

8. The New Additional Facility Lender confirms (without liability to the Company or any Obligor) that it is a Qualifying Lender (other than a Treaty Lender).
9. The New Additional Facility Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
 - (a) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (i) a partnership each member of which is:
 - (ii) a company so resident in the United Kingdom; or
 - (b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
 - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.
10. This Additional Facility Lender Accession Notice has been entered into on the date stated above and is governed by English law.

THE ROYAL BANK OF SCOTLAND PLC as New Additional Facility Lender and Acceding Senior Lender

[Redacted]

By:

[Redacted]

Title:

This Additional Facility Lender Accession Notice is accepted by the Agent and the Security Agent.

This Creditor/Agent Accession Undertaking is accepted by the Senior Agent and Security Agent.

WILMINGTON TRUST (LONDON) LIMITED, as Agent, Security Agent and Senior Agent

[Redacted]

By:

[Redacted]

Title: