

PROJECT CERES
ADDITIONAL FACILITY NOTICE

From: the Company and the Additional Facility Lenders named on the signature pages of this Additional Facility Notice

To: Wilmington Trust (London) Limited as Agent

Dated: 22 December 2017

**GVC Holdings PLC - €370,000,000 Senior Facilities Agreement
dated 2 March 2017 (as amended and restated 7 December 2017)
(the "Facilities Agreement")**

1. We refer to the Facilities Agreement. This is an Additional Facility Notice (this "**Additional Facility Notice**") in respect of four Additional Facilities described below. Terms defined in the Facilities Agreement have the same meaning in this Additional Facility Notice unless given a different meaning in this Additional Facility Notice.

2. **CERTAIN DEFINED TERMS**

In this Additional Facility Notice:

"**Acquisition**" means any acquisition by the Company or any of its Subsidiaries of Target Shares:

- (a) pursuant to a Scheme; or
- (b) by way of an Offer including any Squeeze Out-Procedure or pursuant to the Target's articles of association,

in each case including in respect of any Rule 15 proposals made or to be made in connection with the Acquisition and in accordance with and on the terms of the Acquisition Documents.

"**Acquisition Costs**" means all fees, commissions, costs and expenses, stamp, registration and other Taxes incurred by the Company or any other member of the Group (including the Target Group) in connection with the Acquisition, the refinancing of the Existing Financial Indebtedness, any acquisition falling within paragraph (h) of the definition of "Permitted Acquisition" and the negotiation, preparation, execution, notarisation and registration of the Transaction Documents including for the avoidance of doubt the payment of any make-whole costs and other costs in relation thereto, all payments made in connection with hedging or converting into Sterling or other currencies, and all fees, costs and expenses incurred by any member of the Group (including the Target Group) in connection with the close out or termination on or about the Closing Date of any hedging arrangements in respect of which any member of the Group (including the Target Group) was a party (including in respect of interest rate, exchange rate and commodity price risk hedging).

"**Acquisition Documents**" means:

- (a) if the Acquisition is to be effected by means of the Scheme, the Scheme Documents; or
- (b) if the Acquisition is to be effected by means of the Offer, the Offer Documents,

and any other document designated as such by the Agent and the Company.

“**Act**” means the United Kingdom Companies Act 2006.

“**Additional Facility Majority Lenders**” means, in relation to Facility B2, Facility B3 or the Replacement Revolving Facility, a Lender or Lenders whose Additional Facility Commitments under such Additional Facility (or, if the aggregate of such Additional Facility Commitments have been reduced to zero, aggregated more than 66⅔% of those Additional Facility Commitments immediately prior to that reduction) aggregate more than 66⅔% of the aggregate of such Additional Facility Commitments.

“**Certain Funds Period**” means the period from the date of this Additional Facility Notice to (and including) the earliest of:

- (a) where the Acquisition proceeds by way of a Scheme:
 - (i) the date on which the Scheme lapses or it is withdrawn with the consent of the Takeover Panel or of the Court where required (unless, on or prior to that date, the Company has notified the Arrangers that it intends to launch an Offer and the Rule 2.7 Announcement for the Offer is released within 15 Business Days of such date, with the consent of the Takeover Panel where required); and
 - (ii) the date on which Target has become a wholly-owned subsidiary of the Company and all of the consideration payable under the Acquisition in respect of the Target Shares has in each case been paid in full, including in respect of any Rule 15 proposals made or to be made in connection with the Acquisition;
- (b) where the Acquisition proceeds by way of an Offer:
 - (i) the date on which the Offer lapses, terminates or is withdrawn (unless, on or prior to that date, the Company has notified the Arrangers that the Target intends to launch a Scheme and the Rule 2.7 Announcement for the Scheme is released within 15 Business Days of such date, with the consent of the Takeover Panel where required); and
 - (ii) the date on which the Target has become a wholly-owned subsidiary of the Company and all of the consideration payable under the Acquisition in respect of the Target Shares has in each case been paid in full including in respect of: (A) the acquisition of any Target Shares to be acquired after the Closing Date (including pursuant to a Squeeze-Out Procedure); and (B) any Rule 15 proposals made or to be made in connection with the Acquisition; and
- (c) the Longstop Date,

provided that

- (d) for the avoidance of doubt, a switch from a Scheme to an Offer or from an Offer to a Scheme (or, for the avoidance of doubt, any amendments to the terms or conditions of a Scheme or an Offer) shall not constitute a lapse, termination or withdrawal for the purposes of this definition; and
- (e) for the purposes of Facility B3 and the Replacement Revolving Facility only, if the Closing Date takes place on or before the last day of the Certain Funds Period set out above, the Certain Funds Period for:
 - (i) Facility B3 shall be extended through the last day of its Availability Period; and
 - (ii) the Replacement Revolving Facility shall be extended through the first anniversary of the Closing Date for any Certain Funds Utilisation under it.

“**Certain Funds Purpose**” means, in the case of Facility B2 or Facility B3, any permitted purpose for such Facility and, in relation to the Replacement Revolving Facility only, any of the purposes specified as such below.

“**Closing Date**” means the date Completion takes place.

“**Completion**” means the date of first drawdown under a Term Facility under this Additional Facility Notice for the purposes of making payment to the shareholders of the Target as required by the Offer or Scheme (as applicable) in accordance with the Takeover Code.

“**Conditions**” means the terms and conditions of the Mars Institutional Bonds, as set out in Schedule 2 to the Trust Deed.

“**Co-operation Agreement**” means the co-operation agreement dated on or about the date of this Additional Facility Notice made between the Company and Target Group.

“**CVR Instrument**” means the contingent value right instrument, and any loan notes issued thereunder, the principal value of which is determined pursuant to the terms of such instrument and the terms of which are summarised in the Rule 2.7 Announcement.

“**Existing Financial Indebtedness**” means, in relation to the Target Group, all Financial Indebtedness arising under or in respect of:

- (a) the £100,000,000 5.125% Sterling Bonds due 2022 issued by Ladbrokes Group Finance plc (the “**Mars Retail Bonds**”);
- (b) the £400,000,000 5.125% Guaranteed Notes due 2023 issued by Ladbrokes Group Finance plc (the “**Mars Institutional Bonds**” and together with the Mars Retail Bonds, the “**Mars Bonds**”); and
- (c) the £1,350,000,000 facilities agreement dated 8 October 2015 between, amongst others, Ladbrokes Group Finance plc as borrower, the financial institutions listed therein as original lenders and Barclays Bank PLC as agent (the “**Existing Mars Facilities**”).

“**Longstop Date**” means 14 July 2018 (or if such date is not a Business Day, the following Business Day).

“**Margin**” for the Additional Facilities under this Additional Facility Notice shall be as follows:

- (a) in relation to any Facility B2(£) Loan, 3.50% per annum;
 - (b) in relation to any Facility B2(€) Loan, 2.75% per annum;
 - (c) in relation to any Facility B3 Loan, 3.50% per annum; *provided* that if the Redenomination Option (as defined below) is exercised, from the time the Facility B3 Loans are denominated in euros, the Margin in relation to such Facility B3 Loan shall be 2.75% per annum;
 - (d) in relation to any Replacement Revolving Facility Loan, 2.75% per annum;
 - (e) in relation to any Unpaid Sum relating or referable to Facility B2(£), Facility B2(€), Facility B3 or the Replacement Revolving Facility, the rate per annum specified above for that Facility; and
 - (f) in relation to any other Unpaid Sum, the highest rate specified above,
- but if:
- (g) no Event of Default has occurred and is continuing; and

- (h) a period of at least six Months has expired since the Closing Date; and
- (i) Leverage in respect of the most recently completed Relevant Period is within a range set out below (as certified by any one director or the chief financial officer of the Company, such certification to be provided no more frequently than once every Financial Quarter),

then the Margin for each Loan under Facility B2(£), Facility B2(€) and Facility B3 will be the percentage per annum set out below for that Facility opposite that range:

Leverage	Facility B2(£) Margin % p.a.	Facility B2(€) Margin % p.a.	Facility B3 Margin if £ Loan % p.a.	Facility B3 Margin if € Loan % p.a.
Greater than 3.00	3.75	3.00	3.75	3.00
Equal to or less than 3.00 but greater than 2.00	3.50	2.75	3.50	2.75
Equal to or less than 2.00	3.25	2.50	3.25	2.50

and

the Margin for each Loan under the Replacement Revolving Facility will be the percentage per annum set out below for that Facility opposite that range:

Leverage	Replacement Revolving Facility Margin % p.a.
Greater than 3.00	3.00
Equal to or less than 3.00 but greater than 2.00	2.75
Equal to or less than 2.00 but greater than 1.75	2.50
Equal to or less than 1.75 but greater than 1.50	2.25
Equal to or less than 1.50	2.00

However:

- (i) any increase or decrease in such Margin for a Loan shall take effect on the date which is the first day of the next Interest Period for that Loan following receipt by the Agent of the Compliance Certificate for that Relevant Period pursuant to the terms of the Facilities Agreement;

- (ii) if, following receipt by the Agent of the Compliance Certificate related to the relevant Annual Financial Statements, those statements and Compliance Certificate demonstrate that (1) such Margin for a Facility should have been reduced in accordance with the above table or (2) such Margin for a Facility should not have been reduced or should have been increased in accordance with the above table, then the provisions of paragraph (b) of Clause 12.2 (*Payment of interest*) shall apply. The Agent's (acting reasonably and in good faith) determination of the adjustments payable shall be prima facie evidence of such adjustments and the Agent shall, if so requested by the Company, provide the Company with reasonable details of the calculation of such adjustments); and
- (iii) while an Event of Default is continuing, such Margin for each Loan under Facility B2(£), Facility B2(€), Facility B3 and the Replacement Revolving Facility shall be the highest percentage per annum set out above for a Loan under that Facility. Once that Event of Default has been remedied or waived, the Margin for each Loan will be re-calculated on the basis of the most recently delivered Compliance Certificate and the terms of this definition shall apply (on the assumption that on the date of the most recently delivered Compliance Certificate, no Event of Default had occurred or was continuing) with any reduction in Margin resulting from such recalculation taking effect from the date of such remedy or waiver; and

for the purpose of determining such Margin, Leverage and Relevant Period shall be determined in accordance with the definitions of each such term set out in Clause 1.1 (*Definitions*) of the Facilities Agreement.

“**Minimum Acceptance Threshold**” has the meaning given to it in the definition of Offer.

“**Notes Trustee**” means The Law Debenture Trust Corporation plc.

“**Offer**” means a takeover offer (within the meaning of section 974 of the Act) to the holders of the Target Shares with a minimum acceptance threshold of initially not less than 75% of the Target Shares (including Target Shares acquired or agreed to be acquired outside of the Acquisition) or such lower acceptance threshold as is agreed by the Additional Facility Majority Lenders in relation to Facility B2 (the “**Minimum Acceptance Threshold**”) to be made by the Company pursuant to the terms of the Offer Documents.

“**Offer Documents**” means the Rule 2.7 Announcement and the offer documents to be sent by the Company to the Target's shareholders (and any other persons with information rights) in connection with the Offer, and otherwise made available to such persons and in the manner required by Rule 24.1 of the Takeover Code.

“**Repricing Event**” means in relation to Facility B2 or Facility B3 (as applicable, the “**Relevant Loans**”):

- (a) the incurrence by any Borrower of any Financial Indebtedness in the form of term loans made available under credit facilities similar to the Relevant Loans made available under this Additional Facility Notice:
 - (i) having an Effective Yield for the respective type of such Financial Indebtedness that is less than the Effective Yield for the Relevant B Loans, but excluding Financial Indebtedness incurred in connection with a Change of Control or Transformative Acquisition (or a transaction, that if consummated, would have resulted in a Change of Control or Transformative Acquisition); and
 - (ii) some or all of the proceeds of which are used to prepay (or, in the case of a conversion, deemed to prepay or replace), in whole or in part, outstanding principal of the Relevant Loans; or

- (b) any effective reduction in the Effective Yield for the Relevant Loans (including by way of amendment, waiver or otherwise), except for a reduction in connection with a Change of Control or Transformative Acquisition (or a transaction, that if consummated, would have resulted in a Change of Control or Transformative Acquisition),

provided that the primary purpose of such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver or other modification was to reduce the Effective Yield of such Relevant Loans. Any determination by the Company and the Agent with respect to whether a Repricing Event has occurred shall be conclusive and binding on all Lenders.

“Rule 2.7 Announcement” means the press announcement in the agreed form released by the Company and the Target to announce a firm intention on the part of the Company to make an offer to acquire Target Shares on the terms of the Scheme (or the Offer) in accordance with Rule 2.7 of the Takeover Code.

“Rule 15” means Rule 15 of the Takeover Code.

“Scheme” means the scheme of arrangement relating to the Target Shares effected under part 26 of the Act as contemplated by the Rule 2.7 Announcement and proposed by the Target to its shareholders to implement the Acquisition on the terms and conditions set out in the Acquisition Documents.

“Scheme Circular” means the circular (including any supplemental circular) sent or to be sent by the Target to its shareholders setting out the resolutions and proposals for and the terms of the Scheme.

“Scheme Court Order” means an order of the Court sanctioning the Scheme pursuant to section 899 of the Act.

“Scheme Documents” means:

- (a) the Rule 2.7 Announcement (and its appendices);
- (b) the Co-operation Agreement;
- (c) the Scheme Circular (and its appendices);
- (d) the Scheme Resolutions; and
- (e) each other document issued, or to be issued, by or on behalf of the Company and for the Target to (among others) the Target's shareholders in connection with the Scheme.

“Scheme Effective Date” means the date on which the Scheme becomes effective by virtue of the Scheme Court Order having been made and duly filed with the Registrar of Companies pursuant to section 899 of the Act.

“Scheme Resolutions” means the resolutions referred to and in the form set out in the Scheme Circular in relation to (a) the approval of the Scheme at the Court Meeting (as such term is defined in the Rule 2.7 Announcement) and (b) the approval of certain additional shareholder resolutions at the Ladbrokes Comet General Meeting (as such term is defined in the Rule 2.7 Announcement) to facilitate the Acquisition, in any such case, subject to any amendments required by the Court or Takeover Panel or which do not have a material adverse effect on the interest of the Additional Facility Lenders.

“Squeeze-Out Procedure” means, if the Company becomes entitled to give notice under Section 979 of the Act, the procedure to be implemented following the date on which the Offer is declared or becomes unconditional in all respects under Chapter 3 of Part 28 of the Act to squeeze out all of the outstanding Target Shares which the Company has not acquired, contracted to acquire or in respect of which it has not received valid acceptances.

“Target” means Ladbrokes Coral Group plc.

“**Target Group**” means the Target and its Restricted Subsidiaries.

“**Target Share Charge**” has the meaning assigned to it in Part 1 (*Conditions to Signing*) of Schedule 2 (*Conditions Precedent*) to this Additional Facility Notice.

“**Target Shares**” means the shares in the Target which are subject to the Scheme.

“**Takeover Code**” means the UK City Code on Takeovers and Mergers as interpreted and applied by the Takeover Panel from time to time.

“**Takeover Panel**” means the UK Panel on Takeovers and Mergers.

“**Trust Deed**” means the trust deed dated 8 November 2016 relating to the Mars Institutional Bonds and made between the Issuer, Ladbroke's Coral Group plc and the Notes Trustee.

3. **FACILITY B2(£) COMMITMENTS**

We wish to establish an Additional Facility as a Term Facility on the following terms (“**Facility B2(£)**”):

Borrower:	The Company.
Additional Facility Lenders (and allocated commitments):	As set out in Schedule 1 to this Additional Facility Notice.
Aggregate amount of the commitments of the Additional Facility / Additional Facility Commitment (the “ Facility B2(£) Commitments ”):	£600,000,000.
Base Currency:	Pounds sterling.
Other available/Optional Currencies (if any, as applicable):	None.
Interest rate and basis (if applicable) including Margin or margin ratchet:	LIBOR plus the Margin for Facility B2(£), with the default interest rate to apply as set out in the Facilities Agreement.
Fees:	As set out in a Fee Letter.
Additional Facility Commencement Date:	The date of this Additional Facility Notice.
Availability Period:	The date of this Additional Facility Notice to and including the last date of the Certain Funds Period. The Facility B2(£) Commitments shall be immediately cancelled if the Rule 2.7 Announcement has not been published on or prior to 18 January 2018.
Termination Date:	6 years from the Closing Date.
Mandatory prepayment provisions (if any):	As provided in Clause 10.3 (<i>Mandatory Prepayment and Cancellation</i>) of the Facilities Agreement.
Repricing Event:	If any Facility B2(£) Loan is refinanced, repaid or repriced in connection with a Repricing Event before the date falling six (6) months after the Closing Date, then, in addition to all other sums required to be paid

under the Facilities Agreement in connection with such Repricing Event (and Clause 11.2 (*Interest and Other Amounts*) of the Facilities Agreement notwithstanding), including all accrued and unpaid interest and Break Costs (if any), the Company shall (within 5 (five) Business Days of such Repricing Event taking effect) pay (or procure the payment of) to the Agent (for the account of the Facility B2(£) Lenders pro rata to their participation in that Facility B2(£) Loan at the time of that Repricing Event) a prepayment fee equal to 1.00% of the principal amount prepaid, refinanced or repriced.

MFN:

Unless (x) agreed by the Additional Facility Majority Lenders in relation to Facility B2(£) or (y) unless such Additional Facility is Bridging Debt, in relation to any Additional Facility which is incurred prior to the date falling 12 Months from the Closing Date and which is in the form of a term loan denominated in pounds sterling, the Effective Yield applicable to such Additional Facility does not exceed 1.00 per cent. per annum (calculated on a fully drawn basis) above the Effective Yield applicable to Facility B2(£) on the date on which such Additional Facility is incurred (including any increase to the Margin of Facility B2(£) that became effective prior to the Additional Facility Commencement Date of such Additional Facility and ignoring any step down on the ratchet in the definition of Margin which has been implemented prior to such Additional Facility Commencement Date) (the “**B2(£)MFN Rate**”) unless the Margin on Facility B2(£) is increased (including, for the avoidance of doubt, at each level of the applicable Margin ratchet) by an amount equal to the amount by which the Effective Yield for such Additional Facility exceeds the B2(£)MFN Rate.

Number of Utilisations:

15

Certain Funds:

Loans under Facility B2(£) are Agreed Certain Funds Utilisations for the Certain Funds Period.

Agreed Certain Funds Obligors:

The Borrower.

Purpose:

The Company shall apply all amounts borrowed by it under Facility B2 solely towards:

- (i) financing or refinancing the payment of the cash consideration for the Target Shares pursuant to the Scheme or any Offer;
- (ii) (where any Target Shares are to be acquired under any Target equity options, other Target share incentive arrangements or other forms of security

convertible into Target Shares) financing or refinancing the payment of cash consideration payable by the Company pursuant to Rule 15;

- (iii) financing or refinancing the consideration payable by the Company for the acquisition of Target Shares pursuant to Squeeze-Out Procedure (in the case of an Offer) or the Target's articles of association (in the case of a Scheme);
- (iv) financing, refinancing or otherwise discharging (or providing funding to one or more other member of the Group to finance, refinance or otherwise discharge) the Existing Mars Facilities and paying any related breakage costs, redemption premium, make whole costs and other fees, costs and expenses payable in connection with such financing, refinancing and/or discharge including all fees, costs and expenses incurred by any member of the Group (including the Target Group) in connection with the close out or termination of any related hedging arrangements in respect of which any member of the Group (including the Target Group) was a party (including in respect of interest and/or exchange rate hedging);
- (v) financing or refinancing the payment of Acquisition Costs; and
- (vi) any other purpose in connection with the Acquisition.

Initial Guarantor(s):

The Company and, subject to the Agreed Security Principles, the other Guarantors provided that to the extent any confirmations or supplemental guarantees are required to confirm the effectiveness of such guarantees (subject to the Agreed Security Principles) these shall be required by midnight in London on 31 January 2018.

Target Guarantees:

The Company shall ensure that, subject to and on terms consistent with the Agreed Security Principles the Target and each member of the Group which is a Material Subsidiary at the Closing Date tested by reference to the Original Financial Statements (or, at the option of the Company, such other financial statements for the most recently completed Relevant Period prior to such test date for which the Company has sufficient available information to be able to determine the Group Guarantor Coverage Test) shall have acceded as an Additional Guarantor within 90 days (or 120 days in respect of any jurisdiction in which no existing Obligor is located) of the Closing Date.

Summary of Security:

Initially, the Target Share Charge only; by midnight in London on 31 January 2018, same (subject to the Agreed Security Principles) as for Facility B as at the date of this Additional Facility Notice (and thereafter from time to time same as Facility B) *provided* for the

avoidance of doubt that this may be provided pursuant to supplemental security or security confirmations without releasing existing Security.

Other: For purposes of Clause 1.2(j) of the Facilities Agreement, the exchange rate to be applied in relation to this Additional Facility shall be £1:€1.13.

4. FACILITY B2(€) COMMITMENTS

We wish to establish an Additional Facility as a Term Facility on the following terms (“**Facility B2(€)**”; together with Facility B2(£), “**Facility B2**”):

Borrower: Same as for Facility B2(£).

Additional Facility Lenders (and allocated commitments): As set out in Schedule 1 to this Additional Facility Notice.

Aggregate amount of the commitments of the Additional Facility / Additional Facility Commitment (the “**Facility B2(€) Commitments**” and, together with the Facility B2(£) Commitments, the “**Facility B2 Commitments**”): The euro equivalent of £800,000,000, with the applicable exchange rate to be established at the Agent’s Spot Rate of Exchange on the earlier of (i) the date 2 Business Days prior to the initial Utilisation of Facility B2 and (ii) the date the Facility B2 Lenders as at the date of this Additional Facility Notice allocate the Facility B2 Commitments in syndication as contemplated by the applicable Fee Letter.

Base Currency: (following the initial Utilisation of Facility B2(€)) Euro.

Other available/Optional Currencies (if any, as applicable): None.

Interest rate and basis (if applicable) including Margin or margin ratchet: EURIBOR plus the Margin for Facility B2(€), with the default interest rate to apply as set out in the Facilities Agreement.

Fees: As set out in a Fee Letter.

Additional Facility Commencement Date: Same as Facility B2(£).

Availability Period: The date of this Additional Facility Notice to and including the last date of the Certain Funds Period.

The Facility B2(€) Commitments shall be immediately cancelled if the Rule 2.7 Announcement has not been published on or prior to 18 January 2018.

Termination Date: 6 years from the Closing Date.

Mandatory prepayment provisions (if any): As provided in Clause 10.3 (*Mandatory Prepayment and Cancellation*) of the Facilities Agreement.

Repricing Event: If any Facility B2(€) Loan is refinanced, repaid or repriced in connection with a Repricing Event before the date falling six (6) months after the Closing Date, then, in addition to all other sums required to be paid under the Facilities Agreement in connection with such Repricing Event (and Clause 11.2 (*Interest and Other Amounts*) of the Facilities Agreement notwithstanding,

including all accrued and unpaid interest and Break Costs (if any), the Company shall (within 5 (five) Business Days of such Repricing Event taking effect) pay (or procure the payment of) to the Agent (for the account of the Facility B2(€) Lenders pro rata to their participation in that Facility B2(€) Loan at the time of that Repricing Event) a prepayment fee equal to 1.00% of the principal amount prepaid, refinanced or repriced.

MFN:

Unless (x) agreed by the Additional Facility Majority Lenders in relation to Facility B2(€) or (y) unless such Additional Facility is Bridging Debt, in relation to any Additional Facility which is incurred prior to the date falling 12 Months from the Closing Date and which is in the form of a term loan denominated in euros, the Effective Yield applicable to such Additional Facility does not exceed 1.00 per cent. per annum (calculated on a fully drawn basis) above the Effective Yield applicable to Facility B2(€) on the date on which such Additional Facility is incurred (including any increase to the Margin of Facility B2(€) that became effective prior to the Additional Facility Commencement Date of such Additional Facility and ignoring any step down on the ratchet in the definition of Margin which has been implemented prior to such Additional Facility Commencement Date) (the “**B2(€)MFN Rate**”) unless the Margin on Facility B2(€) is increased (including, for the avoidance of doubt, at each level of the applicable Margin ratchet) by an amount equal to the amount by which the Effective Yield for such Additional Facility exceeds the B2(€)MFN Rate.

Number of Utilisations:	15
Certain Funds:	Loans under Facility B2(€) are Agreed Certain Funds Utilisations for the Certain Funds Period.
Agreed Certain Funds Obligors:	The Borrower.
Purpose:	Same as for Facility B2(£).
Initial Guarantor(s):	Same as for Facility B2(£).
Target Guarantees:	Same as for Facility B2(£).
Summary of Security:	Same as for Facility B2(£).

5. FACILITY B3 COMMITMENTS

We wish to establish an Additional Facility as a Term Facility on the following terms (“**Facility B3**”):

Borrower:	Same as for Facility B2(£).
Additional Facility Lenders (and allocated commitments):	As set out in Schedule 1 to this Additional Facility Notice.
Aggregate amount of the commitments of the Additional Facility / Additional Facility Commitment (the “ Facility B3 ”)	£400,000,000.

Commitments”):

Base Currency: Pounds sterling, subject to being redenominated in euros as provided below.

Other available/Optional Currencies (if any, as applicable): None.

Interest rate and basis (if applicable) including Margin or margin ratchet: LIBOR or (from the time Loans under Facility B3 are redenominated in euros as provided below) EURIBOR plus the applicable Margin for Facility B3, with the default interest rate to apply as set out in the Facilities Agreement.

Fees: As set out in a Fee Letter.

Additional Facility Commencement Date: The date of this Additional Facility Notice.

Availability Period: The period from and including the date of this Additional Facility Notice to and including the earliest of:

- (a) the date a written waiver or an amendment to the Trust Deed becomes effective, irrevocably and unconditionally waiving any Put Event (as defined in the Conditions) resulting from the Acquisition in accordance with the Conditions;
- (b) five Business Days after the first Put Date (as defined in the Conditions) taking place after the Closing Date; and
- (c) immediately after the last day of the Change of Control Period (as defined in the Conditions) commencing on or about the date of the Change of Control resulting from the Acquisition, if no Put Event takes place before the end of such Change of Control Period.

The Facility B3 Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility B3.

The Facility B3 Commitments shall be immediately cancelled if the Rule 2.7 Announcement has not been published on or prior to 18 January 2018.

Termination Date: 6 years from the Closing Date.

Mandatory prepayment provisions (if any):	As provided in Clause 10.3 (<i>Mandatory Prepayment and Cancellation</i>) of the Facilities Agreement.
Repricing Event:	If any Facility B3 Loan is refinanced, repaid or repriced in connection with a Repricing Event before the date falling six (6) months after the Closing Date (for the avoidance of doubt, not including any exercise of the Redenomination Option (defined below) or rollover into Facility B2), then, in addition to all other sums required to be paid under the Facilities Agreement in connection with such Repricing Event (and Clause 11.2 (<i>Interest and Other Amounts</i>) of the Facilities Agreement notwithstanding), including all accrued and unpaid interest and Break Costs (if any), the Company shall (within 5 (five) Business Days of such Repricing Event taking effect) pay (or procure the payment of) to the Agent (for the account of the Facility B3 Lenders pro rata to their participation in that Facility B3 Loan at the time of that Repricing Event) a prepayment fee equal to 1.00% of the principal amount prepaid, refinanced or repriced. For this purpose, the Effective Yield shall be determined for the Facility B3 Loans based on their currency at the time of such Repricing Event and ignoring any prior redenomination that may have occurred under the Redenomination Option.
MFN:	Unless (x) agreed by the Additional Facility Majority Lenders in relation to Facility B3 or (y) unless such Additional Facility is Bridging Debt, in relation to any Additional Facility which is incurred prior to the date falling 12 Months from the Closing Date and which is in the form of a term loan denominated in the same currency as Facility B3, the Effective Yield applicable to such Additional Facility does not exceed 1.00 per cent. per annum (calculated on a fully drawn basis) above the Effective Yield applicable to Facility B3 on the date on which such Additional Facility is incurred (including any increase to the Margin of Facility B3 that became effective prior to the Additional Facility Commencement Date of such Additional Facility and ignoring any step down on the ratchet in the definition of Margin which has been implemented prior to such Additional Facility Commencement Date) (the " B3MFN Rate ") unless the Margin on Facility B3 is increased (including, for the avoidance of doubt, at each level of the applicable Margin ratchet) by an amount equal to the amount by which the Effective Yield for such Additional Facility exceeds the B3MFN Rate.
Number of Utilisations:	2
Certain Funds:	The Company and the Additional Facility Lenders for Facility B3 agree that Facility B3 shall be made available on a "certain funds basis" in accordance with the provisions of Clause 4.5 (<i>Utilisation of Additional Facility during the Agreed Certain Funds Period</i>) for the Certain Funds Period for the purposes described in Purpose immediately below.

Agreed Certain Funds Obligors:	The Borrower.
Purpose:	Any financing, refinancing, redemption, repayment, defeasance, discharge or other acquisition or retirement for value of the Mars Bonds and paying any related breakage costs, redemption premium, make whole costs and other fees, costs and expenses payable in connection with such refinancing and/or discharge (and any offer to holders of the Mars Bonds in connection therewith and/or the change of control as a result of Completion, and any consent solicitation seeking a waiver of the requirement to make such an offer) including all fees, costs and expenses incurred in connection with such refinancing, redemption, repayment, defeasance, discharge or other acquisition or retirement for value, including all fees, costs and expenses incurred by any member of the Group (including the Target Group) in connection with the close out or termination of any related hedging arrangements in respect of which any member of the Group (including the Target Group) was a party (including in respect of interest and/or exchange rate hedging).
Initial Guarantor(s):	Same as for Facility B2.
Target Guarantees:	Same as for Facility B2.
Summary of security:	Same as for Facility B2.
Redenomination Option (the “ Redenomination Option ”) into Euros following initial drawing of Facility B3:	<p>The Additional Facility Majority Lenders in relation to Facility B3 may (provided that the Rollover Option has not been exercised as set out below), at any time within 83 days from (and including) the date of initial Utilisation of Facility B3, by not less than 5 Business Days’ written notice to the Agent and Company (the “Currency Conversion Notice”), require the conversion of all (but not some only) of the B3 Loans into euro. If such notice is so given, then:</p> <ul style="list-style-type: none"> (a) all Additional Facility Lenders’ Facility B3 Loans outstanding on the date the Facility B Currency Conversion Notice is given shall remain such a Loan for the remainder of the Interest Period applying to such Loans when the Currency Conversion Notice is given, <i>provided</i> that, if such Currency Conversion Notice is given fewer than five (5) Business Days before the end of such Interest Period, it shall be deemed to have been given in the immediately succeeding Interest Period for such Loan for purposes of this Redenomination Option; (b) if the first day of the next interest Period is not a Business Day for pounds sterling and euro, the Additional Facility Lenders’ Facility B3 Loans shall have Interest Periods running from

one Business Day until the next Business Day until the first day which is a Business Day for pounds sterling and euros; and

- (c) on such first day which is such a Business Day:
 - (i) (subject to paragraph (iii) below) the Company shall repay the Facility B3 Loans;
 - (ii) (subject to paragraph (iii) below) each Additional Facility Lenders under Facility B shall re-advance such amounts in euros under Facility B3 and its Facility B3 Commitment shall thereupon be adjusted to be in euros in such principal amount; and
 - (iii) the amount required to be repaid under paragraph (i) immediately above shall be applied against the amount required to be readvanced by the relevant Additional Facility Lender under paragraph (ii) immediately above at the Agent's Spot Rate of Exchange one Business Day prior to such day so that no actual movement of funds by either the Borrower or the Additional Facility Lender under this paragraph (c) is required to take place.

Facility B2 Rollover Option for Facility B3 (the “**Rollover Option**”):

The original Additional Facility Lenders under this Additional Facility Notice may, at any time within 83 days from (and including) the date of initial Utilisation of Facility B3 but in any event with not less than (x) one month's notice prior to the Rollover Date (as defined below) and (y) 5 Business Days' notice prior to the end of the Interest Period for Facility B3 referred to in paragraph (a) below, unanimously request by notice in writing to the Company and Agent to:

- (a) align the next Interest Period or Interest Periods under Facility B3 with the then prevailing Interest Period under Facility B2 (£) (if Facility B3 Loans are then denominated in pounds sterling) or Facility B2 (€) (if Facility B3 Loans are then denominated in euros) so that they end on the same day (the “**Rollover Date**”), and the Company and Agent shall align such Interest Period; and
- (b) on the Rollover Date the Commitments and Loans outstanding under Facility B3 shall become additional (i) Facility B2 (£) Commitments (if the Facility B3 Loans are then denominated in pounds sterling) or Facility B2 (€) Commitments (if the Facility B3 Loans are then denominated in euros) and

(ii) Loans under Facility B2(£) (if the Facility B3 Loans are then denominated in pounds sterling) or Facility B2(€) (if the Facility B3 Loans are then denominated in euros) (for the avoidance of doubt, all on a cashless basis), and accordingly Facility B3 shall have been thereby incorporated as an increase into Facility B2 and shall cease to exist separately. For the avoidance of doubt, the applicable provisions of Facility B2(£) or B2(€) shall thereafter apply and not the provisions hereof in relation to Facility B3.

Other: For purposes of Clause 1.2(j) of the Facilities Agreement, the exchange rate to be applied in relation to this Additional Facility shall be £1:€1.13 during such time in which Facility B is denominated in pounds sterling.

6. REPLACEMENT REVOLVING FACILITY

We wish to establish an Additional Facility as a revolving facility to replace the existing Revolving Facility, effective on the initial Utilisation of this Additional Facility, on the following terms (the “**Replacement Revolving Facility**”):

Borrower: Any Borrower; in addition, any Restricted Subsidiary of the Company may become an Additional Borrower in respect of the Replacement Revolving Facility if it is organised in the United Kingdom (or any political subdivision thereof) and otherwise satisfies the requirements of Clause 29.2 (*Additional Borrowers*) of the Facilities Agreement.

Additional Facility Lenders (and allocated commitments): As set out in Schedule 1 to this Additional Facility Notice.

Aggregate amount of the commitments of the Additional Facility / Additional Facility Commitment (the “**Replacement Revolving Facility Commitments**”): £550,000,000

Base Currency: Pounds sterling.

Other available/Optional Currencies (if any, as applicable): Same as the Revolving Facility.

Interest rate and basis (if applicable) including Margin or margin ratchet: LIBOR or EURIBOR (as applicable to the currency of the Loan in question) plus the Margin for the Replacement Revolving Facility, with the default interest rate to apply as set out in the Facilities Agreement.

Fees: As set out in a Fee Letter.

Ancillary Facilities under the Replacement Revolving Facility: On the same terms and conditions as the Revolving Facility, *mutatis mutandis*.

Additional Facility Commencement Date: The date of this Additional Facility Notice.

Availability Period:	The date of this Additional Facility Notice to and including the date that is one Month prior to the Termination Date.
	The Replacement Revolving Facility Commitments shall be immediately cancelled if the Rule 2.7 Announcement has not been published on or prior to 18 January 2018.
Termination Date:	5 years from the Closing Date.
Mandatory prepayment provisions (if any):	As provided in Clause 10.3 (<i>Mandatory Prepayment and Cancellation</i>) of the Facilities Agreement, but for the avoidance of doubt without prejudice to Clause 8.1(c) of the Facilities Agreement.
Number of Utilisations:	No more than 30 or more Replacement Revolving Loans may be outstanding at any one time.
Certain Funds:	The Company and the Additional Facility Lenders for the Replacement Revolving Facility agree that the Replacement Revolving Facility shall be made available on a “certain funds basis” in accordance with the provisions of Clause 4.5 (<i>Utilisation of Additional Facility during the Agreed Certain Funds Period</i>) for any Utilisation for the Certain Funds Period for the purposes of (a) any refinancing of the revolving facility under the Existing Mars Facilities, (b) any refinancing of the Revolving Facility, (c) refinancing or replacing of, or providing cash collateral for, any letter of credit or ancillary facility made available under the Existing Mars Facilities, (d) any refinancing, redemption, repayment, defeasance, discharge or other acquisition or retirement for value of the Mars Retail Bonds and/or (e) any refinancing, redemption, repayment, defeasance, discharge or other acquisition or retirement for value of the CVR Instruments.
Agreed Certain Funds Obligors:	The Company.
Purpose:	Each Borrower shall apply all amounts borrowed by it under the Replacement Revolving Facility towards the general corporate and working capital purposes of the Group which shall include, without limitation, any redemption, repayment, defeasance, discharge or other acquisition or retirement for value of the Mars Retail Bonds and/or the CVR Instrument and any fees and costs in relation to any thereof.
Initial Guarantor(s):	Same as for Facility B2.
Target Guarantees:	Same as for Facility B2.
Summary of security:	Same as for Facility B2.
Financial covenant	Same as for the existing Revolving Facility.
Other:	To the extent on the first anniversary of the Closing Date less than £100,000,000 of Replacement Revolving

Facility Loans in aggregate have been drawn and remain outstanding, the proceeds of which were used for purposes of refinancing, redeeming, repaying, defeasing, discharging or otherwise acquiring or retiring for value Mars Retail Bonds and/or refinancing, redeeming, repaying, defeasing, discharging or otherwise acquiring or retiring for value CVR Instruments (and/or paying the fees, costs and expenses in relation to any thereof) (such shortfall, if any, from £100,000,000 being the “**Reduction Amount**” (and for the avoidance of doubt, the Company shall specify in the Utilisation Request for a Replacement Revolving Loan when it is drawing an amount to be used for such purpose), the Total Commitments under the Replacement Revolving Facility shall be reduced (if necessary) so that they do not in aggregate exceed £550,000,000 less the Reduction Amount.

For purposes of Clause 1.2(j) of the Facilities Agreement, the exchange rate to be applied in relation to this Additional Facility shall be £1:€1.13.

7. CERTAIN ADDITIONAL CONDITIONS, REPRESENTATIONS AND UNDERTAKINGS

7.1 Certain conditions applicable to Utilisations under the Additional Facilities

- (a) The Agent (acting on the instructions of the Additional Facility Lenders) and Additional Facility Lenders hereby confirm that all of the documents and other evidence listed in Part 1 (*Conditions Precedent to Signing*) to this Additional Facility Notice have been satisfied on or prior to the date of this Additional Facility Notice.
- (b) In relation to any Utilisation on the Closing Date of any of Facility B2, Facility B3 or the Replacement Revolving Facility, the Additional Facility Lenders will only be obliged to comply with Clause 5.4 (*Lenders’ Participation*) of the Facilities Agreement in relation to any such Utilisation if on or before the Utilisation Date for that Utilisation the Agent has received all of the documents and other evidence listed in Part 2 (*Conditions Precedent to initial Utilisation*) of Schedule 2 (*Conditions Precedent*) of this Additional Facility Notice and (unless specified therein to be in another form or substance) such documents or other evidence are in form and substance satisfactory to the Agent (acting on the instructions of the Additional Facility Majority Lenders in relation to Facility B2, Facility B3 and the Replacement Revolving Facility) (in each case, acting reasonably and in good faith) or receipt of such documents and evidence has been waived by the Additional Facility Majority Lenders in relation to Facility B2, Facility B3 and the Replacement Revolving Facility, *provided* that it is acknowledged that such documents or other evidence are in agreed form as of the date of this Additional Facility Notice and subject to being signed by the Company in such form such documents and evidence shall be considered in form and substance satisfactory to the Agent and the Additional Facility Majority Lenders in relation to Facility B2, Facility B3 and the Replacement Revolving Facility. The Agent shall notify the Company and the Additional Facility Lenders promptly upon being so satisfied and, in any event, on the Closing Date.
- (c) Without prejudice to Clause 7.1(b) above, the initial Utilisation of the Replacement Revolving Facility must be used (among other purposes) to refinance in its entirety any Utilisations outstanding under the Revolving Facility and immediately thereupon, the Company shall cancel the Revolving Commitments in accordance with the terms of the Facilities Agreement.
- (d) Other than to the extent that the Additional Facility Majority Lenders in relation to Facility B2, Facility B3 and the Replacement Revolving Facility (acting reasonably and in good faith) notify the Agent in writing to the contrary before the Agent gives the notification described in Clause 7.1(b) above, the Additional Facility Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

- (e) For the purposes of Clause 2.2(b)(iv)(C) of the Facilities Agreement, the Agent confirms that each Additional Facility Lender has provided the Agent with all information and other evidence necessary to satisfy the Agent's "know your customer" and (where applicable) similar checks under all applicable laws and regulations in relation to each Additional Facility under which that Additional Facility Lender is a Lender.

7.2 **Certain additional representations and warranties**

Each Obligor makes the following representations and warranties only once, on the date the applicable Scheme Documents or Offer Documents are released:

(a) **Scheme Documents, disclosures and other documents**

At the time at which they are released, the Scheme Documents:

- (i) do not contain any untrue statement of facts by the Company, or omit any information, in any such case which makes any statement of facts for which the Company or its directors are responsible, misleading in any material respect and all expressions of expectation, intention, belief and opinion of the Company and/or its directors contained in the Scheme Documents were honestly made on reasonable grounds at the time when made after due and careful consideration by the Company; and
- (ii) (other than the Rule 2.7 Announcement) reflect the terms of the Rule 2.7 Announcement in all material respects (except as permitted by Clause 7.3 (*The Acquisition*) below).

(b) **Offer Documents, disclosures and other documents**

At the time at which they are released, the Offer Documents:

- (i) do not contain any untrue statement of facts by the Company, or omit any information, in any such case which makes any statements of fact for which the Company or its directors are responsible, misleading in any material respect and all expressions of expectation, intention, belief and opinion of the Company and/or its directors contained in the Offer Documents were honestly made on reasonable grounds at the time when made after due and careful consideration by the Company;
- (ii) taken as a whole, contain all the material terms of the Acquisition to the extent to be consummated by the Offer; and
- (iii) (other than the Rule 2.7 Announcement) reflect the terms of the Rule 2.7 Announcement in all material respects (*mutatis mutandis*) (except as permitted by Clause 7.3 (*The Acquisition*) below).

(c) **Permitted Acquisition**

The Acquisition is a Permitted Acquisition.

(d) **Permitted Financial Indebtedness**

The Additional Facilities provided for in this Additional Facility Notice are Permitted Financial Indebtedness and the Company hereby confirms to the Agent that such Additional Facilities comply with the requirements of Clause 2.2(b)(i)(D) of the Facilities Agreement.

7.3 **Acquisition Undertakings**

- (a) Subject to any confidentiality, regulatory, legal or other restrictions relating to the supply of such information and the terms of the Co-operation Agreement, the Company will keep the

Agent informed as to any material developments in relation to the Acquisition and, in particular, will

- (i) deliver to the Agent copies of any Scheme Document, any Offer Document, any receiving agent letter, all other material announcements and documents published or delivered pursuant to the Scheme or any Offer (other than the cash confirmation) and all material legally binding agreements entered into by the Company in connection with a Scheme or Offer, in each case not already delivered to the Agent; and
- (ii) if the Acquisition proceeds by way of Offer:
 - (A) from time to time give the Agent reasonable details as to the current level of acceptances for any Offer; and
 - (B) only proceed with the Offer if the Offer is not treated as hostile and actively resisted by the board of the Target.
- (b) The Company shall not waive or amend or fail to invoke any term or condition (being a condition contained in Part A of Appendix I of the Rule 2.7 Announcement) relating to the Acquisition as set out in the Rule 2.7 Announcement where it would be materially adverse to the interests of the Additional Facility Lenders under the Finance Documents, it being acknowledged and agreed that an increase in the amount of cash consideration payable per share or an amendment or waiver of any of the conditions (being a condition contained in Part A of Appendix I of the Rule 2.7 Announcement) attaching to the Scheme or Offer, shall be deemed materially adverse under this paragraph (b), unless such amendment, waiver or failure:
 - (i) is otherwise agreed by the Additional Facility Majority Lenders in relation to Facility B2;
 - (ii) constitutes an amendment or change to the recommendation of the Acquisition by the board of the Target (including the absence of any such recommendation in the Scheme Documents or Offer Documents (as applicable) to the extent that the directors of the Target consider that to make such a recommendation would breach their fiduciary duties);
 - (iii) (subject to the requirements of the Takeover Code) extends the period in which the holders of the Target Shares or the Court may, as the case may be, vote on, accept or consider the terms of the Scheme or Offer (as applicable) provided that such extension would not cause the settlement date for the Scheme or the Offer to fall after the Longstop Date;
 - (iv) with respect to an increase in the amount of any cash consideration payable under the Scheme or Offer (as applicable), is funded by:
 - (A) the issuance of shares by the Company; or
 - (B) internally generated cash of the Company and/or its Subsidiaries; or
 - (v) is required by the Takeover Code, the Takeover Panel or the Court or any other applicable law, regulation or regulatory body.
- (c) If the Acquisition is effected by way of the Offer, the Company may reduce (or have already reduced) the Minimum Acceptance Threshold to 75%, but, unless otherwise agreed by the Additional Facility Lenders in relation to Facility B2 as at the date hereof, the Company may not reduce it below 75% and otherwise shall not, where it would be materially adverse to the interests of the Additional Facility Lenders under the Finance Documents, treat as satisfied any other condition involving an assessment regarding the acceptability or otherwise to the Company of any material condition imposed by any regulatory body if the failure to comply with such condition would entitle the Company to lapse the Offer under rule 13.5(a) of the

Takeover Code except to the extent required by the Takeover Code, the Takeover Panel, the Court or any other applicable law, regulation or regulatory body.

- (d) Subject to any dispensations granted by the Takeover Panel which are not materially adverse to the Additional Facility Lenders, the Company shall comply in all material respects with the Takeover Code and all relevant authorisations, laws and regulations and the requirements, rules and regulations of all applicable regulatory authorities and bodies relating to the Acquisition and shall not take or permit any steps as a result of which any member of the Group is obliged to make a mandatory offer under Rule 9 of the Takeover Code.
- (e) The Company shall:
 - (i) if the Acquisition is being effected by way of an Offer:
 - (A) in the event that the Offer is declared or becomes unconditional in all respects in circumstances where the Company has at that time acquired Target Shares carrying 75% or more of the voting rights attributable to the capital of the Target which are then exercisable at a general meeting of the Target, procure (except to the extent prevented by law, regulation or a court or competent regulator) that the Target is delisted from the Official List of the UK Listing Authority and re-registered the Target as a private limited company in each case within 60 days of the later of (i) the Closing Date; and (ii) the date on which the Offer is declared or becomes unconditional in all respects; and
 - (B) in the event that the Offer is declared or becomes unconditional in all respects in circumstances where the Company has not at that time acquired Target Shares carrying 75% or more of the voting rights attributable to the capital of the Target which are then exercisable at a general meeting of the Target, use all reasonable endeavours to procure (except to the extent prevented by law, regulation or a court or competent regulator) that the Target is delisted from the Official List of the UK Listing Authority and re-register the Target as a private limited company in each case within 60 days of the date on which the Company comes to hold Target Shares carrying 75% or more of the voting rights attributable to the capital of the Target which are then exercisable at a general meeting of the Target;
 - (ii) if the Acquisition is being effected by way of an Offer, and to the extent the Company owns or controls not less than 90% of the voting rights of the Target Shares the subject of the Offer, use reasonable efforts to, as soon as legally possible, (A) give notice to all other shareholders of the Target under Section 979(2) or (4) of the Act and (B) purchase their Target Shares on or before the Squeeze-Out Date under Chapter 3, Part 28 of the Act; and
 - (iii) if the Acquisition is being effected by way of the Scheme, make or procure a delisting application to delist the Target from the Official List of the UK Listing Authority within 5 Business Days of the Scheme Effective Date and use all reasonable endeavours to de-list it from the Official List of the UK Listing Authority within 30 days of the Scheme Effective Date and re-register the Target as a private limited company.
- (f) Except to the extent required by the Takeover Code, the Takeover Panel or the Court, the Company shall not, without the prior consent of the Additional Facility Majority Lenders in relation to Facility B2, modify the Rule 2.7 Announcement (except as permitted by paragraph (b) above unless prohibited by paragraph (c) above) from the final draft delivered to the Agent as conditions precedent to the signing of this Additional Facility Notice in any manner which would be materially adverse to the interests of the Additional Facility Lenders under the Finance Documents or otherwise contrary to the terms of this Additional Facility Notice.
- (g) The Company shall:

- (i) procure that CIL issues the SPA Clean Break Notice under the SPA prior to the publication of the Rule 2.7 Announcement; and
- (ii) shall not, and shall procure that CIL shall not, at any time (whether before or after the Scheme becomes effective (or if, an Offer is made, any such Offer is declared unconditional in all respects)) amend, vary, withdraw or revoke the SPA Clean Break Notice, except to the extent such amendment, variation, withdrawal or revocation is required by the Takeover Code, the Takeover Panel or the Court or any other applicable law, regulation or regulatory body; provided that the undertaking contained in this paragraph (ii) will cease to be of effect if the Scheme (or any Offer, if there is one) is withdrawn or lapses.

For purposes of this paragraph (g):

“**CIL**” means GVC Investments Limited;

“**Ropso**” means Ropso Malta Limited;

“**SPA**” the sale and purchase agreement dated 2 November 2017 (as amended on or about 19 December 2017) between CIL, Ropso and the Company relating to the sale of the entire issued share capital of Headlong Limited; and

“**SPA Clean Break Notice**” means a clean break to be issued by CIL to Ropso pursuant to paragraph 6.2 of Part 2 of Schedule 3 of the SPA under which CIL notifies Ropso that on the date that is one month following the service of such notice, Ropso’s obligations to pay deferred consideration shall terminate.

7.4 Certain information and post-closing undertakings

- (a) The Company shall in each case give the Agent notice promptly after (i) completion of the Titan Transaction and (ii) the effective date of the Company's exercise of its option to terminate its right to receive the deferred consideration otherwise payable to it pursuant to the Titan Transaction.
- (b) The Company shall use reasonable efforts to obtain and maintain (but not obtain or maintain a specific rating) a long term credit rating from at least two of Moody's Investors Services Limited, Standard and Poor's Ratings Services or Fitch Ratings Ltd.
- (c) The Company shall, within 10 Business Days of the Closing Date, provide evidence that all security and guarantees of the Company and each other member of the Group in respect of the Existing Mars Facilities have been discharged, including copies of the filing or reregistration applications or, if not available, a certificate from a director of the Company confirming that such filing or deregistration applications have been duly submitted to all relevant registries.
- (d) For the avoidance of doubt, the Company shall comply with the requirements set out above under the captions "Initial Guarantor(s)" and "Summary of Security"; in addition, it is acknowledged and agreed that following re-registration of the Target as a limited company as contemplated in Clause 7.3 (*Acquisition Undertakings*) above and repayment of the Existing Mars Facilities, under tax and other laws in effect on the date hereof and the financial results of the Target Group made public to date, there is no impediment under the Agreed Security Principles to the Target guaranteeing and granting the security contemplated hereby.
- (e) For the avoidance of doubt, no breach of any provision in this clause 7.4 shall constitute a Major Default.

7.5 Transfers by Additional Facility Lenders

- (a) On or prior to the Closing Date and notwithstanding any other term of the Facilities Agreement, the prior written consent of the Company (in its sole discretion) is required for any assignment, transfer or Voting Sub-participation in respect of any of Facility B2 or the Replacement Revolving Facility other than any such assignment, transfer or Voting Sub-participation to or with an Affiliate of the assigning, transferring or sub-participating (as the case may be) Additional Facility Lender.
- (b) On or prior to the end of the Certain Funds Period with respect to Facility B3 and notwithstanding any other term of the Facilities Agreement, the prior written consent of the Company (in its sole discretion) is required for any assignment, transfer or Voting Sub-participation in respect of Facility B3 other than any such assignment, transfer or Voting Sub-participation to or with an Affiliate of the assigning, transferring or sub-participating (as the case may be) Additional Facility Lender.
- (c) Notwithstanding paragraphs (a) and (b) above, if an original Additional Facility Lender under this Additional Facility Notice transfers:
 - (i) any or all of its Commitments to a New Lender (including an Affiliate or Related Fund) on or prior to the Closing Date; or
 - (ii) any or all of its Commitments in respect of Facility B2, Facility B3 or the Replacement Revolving Facility not utilised on the Closing Date to a New Lender (including an Affiliate or Related Fund) on or prior to the final day of the Certain Funds Period applicable to such Facility,

(in each case, the "**Pre-Closing Transferred Commitments**"), provided the Additional Facility Lenders are obliged to comply with Clause 5.4 (*Lenders' participation*) of the Facilities Agreement pursuant to Clause 4.5 (*Utilisations during the Certain Funds Period*) of the Facilities Agreement in relation to a Utilisation requested by the Company in a Utilisation Request, that original Additional Facility Lender shall remain obligated to fund and, subject to

Clause 5.4 (*Utilisations during the Certain Funds Period*) of the Facilities Agreement, will fund the Pre-Closing Transferred Commitments in respect of that Utilisation if that New Lender has failed to so fund (or has confirmed that it will not be able to fund) on the relevant Utilisation Date in respect of the relevant Facility or Facilities in circumstances where such New Lender is contractually obliged to do so under this Agreement.

7.6 Assignments, transfers and Voting Sub-participations

For the purposes of paragraph (a) of Clause 27.2 (*Conditions of Assignment or Transfer*) of the Facilities Agreement (but without prejudice to any other provision of Clause 27 including paragraph (b) of Clause 27.2), the Company hereby gives its irrevocable consent to the assignment, transfer or Voting Sub-participation by an existing Lender to any entity identified on the list provided pursuant to paragraph 4.5 of Part 1 (*Conditions Precedent to Signing of the Additional Facility Notice*) of Schedule 2 (*Conditions Precedent*) to this Additional Facility Notice.

7.7 Governing Law

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

7.8 Enforcement

Clause 46 (*Enforcement*) of the Facilities Agreement are incorporated herein as if set out at length, with references therein to “this Agreement” being deemed references to this Additional Facility Notice.

SCHEDULE 1 TO ADDITIONAL FACILITY NOTICE

The Additional Facility Lenders

Name of original Additional Facility Lender	Facility B2(£) Commitment	Facility B2(€) Commitment (EUR equivalent)	Facility B3 Commitment	Replacement Revolving Facility Commitment	Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)
Barclays Bank PLC	90,000,000	120,000,000	60,000,000	109,500,000	N/A
Credit Suisse International	165,000,000	220,000,000	110,000,000	110,750,000	N/A
Deutsche Bank AG, London Branch	165,000,000	220,000,000	110,000,000	110,750,000	N/A
Mediobanca International (Luxembourg) S.A.	90,000,000	120,000,000	60,000,000	109,500,000	N/A
The Royal Bank of Scotland plc	90,000,000	120,000,000	60,000,000	109,500,000	N/A
Total	£600,000,000	EUR equivalent of £800,000,000	£400,000,000	£550,000,000	

SCHEDULE 2 TO ADDITIONAL FACILITY NOTICE

Conditions Precedent

Part 1 - Conditions Precedent to Signing of the Additional Facility Notice

1 Original Obligor

- 1.1 A certified true copy of the constitutional documents of the Company (the “**Original Obligor**”).
- 1.2 A copy of a resolution of the board or, if applicable, a committee of the board of directors of the Original Obligor:
- (a) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;
 - (b) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
- 1.3 If applicable, a copy of a resolution of the board of directors of the relevant company, establishing the committee referred to in paragraph 1.2 above
- 1.4 A specimen of the signature of each person authorised by the resolution referred to above who signs the Finance Documents and related documents.
- 1.5 A certificate of the Original Obligor (signed by a director) confirming that borrowing, guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on the Original Obligor to be exceeded.
- 1.6 A certificate of an authorised signatory of the Original Obligor certifying that each copy document relating to it specified in this Part 1 of Schedule 2 (*Conditions Precedent*) is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Additional Facility Notice.

2 Finance Documents

- 2.1 This Additional Facility Notice executed by the parties hereto.
- 2.2 Evidence that any Additional Facility Lender, if not already a party to the Intercreditor Agreement as a Senior Lender (as defined therein), has become a party to the Intercreditor Agreement in such capacity.
- 2.3 The Fee Letter dated on or about the date to this Additional Facility Notice, between the Company and Additional Facility Lenders contemplated by this Additional Facility Notice, executed by the parties thereto.
- 2.4 The Engagement Letter dated on or about the date of this Additional Facility Notice, between the Company and the Additional Facility Lenders contemplated by this Additional Facility Notice, executed by the parties thereto.
- 2.5 The following Transaction Security Document executed by the Company:

Name of Original Obligor

Transaction Security Document

The Company

English law charge over the Target Shares to be acquired by the Company (the “**Target Share Charge**”)

3 Legal Opinions

- 3.1 A legal opinion of Allen & Overy LLP, legal advisers to the original Additional Facility Lenders as to matters of English law.
- 3.2 A legal opinion of Appleby (Isle of Man) LLC, legal advisers to the original Additional Facility Lenders as to matters of Isle of Man law.

4 Other Documents and Evidence

- 4.1 Copies of all the documentation and other evidence or information required by the original Additional Facility Lenders in order to satisfy its “know your customer” requirements and delivered by the Company.
- 4.2 The following financial statements (the “**Original Financial Statements**”):
 - (a) in relation to the Company:
 - (i) the audited consolidated financial statements of the Group for the financial year ended 31 December 2016; and
 - (ii) the unaudited consolidated financial statements of the Group for the financial half-year ended 30 June 2017; and
 - (b) in relation to the Target, its consolidated audited financial statements for the Financial Year ended 31 December 2016.
- 4.3 The structure chart of the Group which shows the Group assuming Completion has occurred.
- 4.4 A copy of the Rule 2.7 Announcement (and its appendices), in draft form.
- 4.5 The list of entities agreed in writing on or before the date of this Additional Facility Notice by or on behalf of the Company and the Additional Facility Lenders (and made available to the Agent) for purposes of Clause 7.6 of this Additional Facility Notice.

**Part 2 – Conditions Precedent to initial Utilisation
under the Additional Facility Notice**


5 Acquisition

Evidence of the consummation of the Acquisition, being:

- (i) if the Acquisition is effected by way of the Scheme, a certificate from the Company addressed to the Agent:
 - (A) confirming that the Scheme Court Order has been delivered to the Registrar of Companies of England and Wales; and
 - (B) attaching a copy of the Scheme Court Order; and
 - (C) confirming that (a) no term or condition of the Scheme as reflected in the Rule 2.7 Announcement has been waived or amended in any respect in breach of the Company's undertakings referred to in paragraph (b) of Clause 7.3 (*Acquisition Undertakings*) of this Additional Facility Notice and (b) the SPA Clean Break Notice has not been amended, varied, withdrawn or revoked in breach of the Company's undertakings in paragraph (g)(ii) of Clause 7.3 (*Acquisition Undertakings*) of this Additional Facility Notice; and

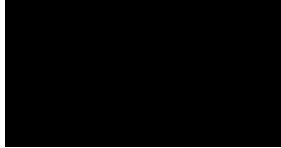
- (ii) if the Acquisition is effected by way of the Offer, a certificate from the Company addressed to the Agent:
 - (A) attaching copies of the Offer Documents;
 - (B) confirming that the Offer has become or been declared unconditional in all respects; and
 - (C) confirming that (a) no term or condition of the Offer has been waived or amended in any respect in breach of the Company's undertakings referred to in paragraphs (b) and (c) of Clause 7.3 (*Acquisition undertakings*) of this Additional Facility Notice and (b) the SPA Clean Break Notice has not been amended, varied, withdrawn or revoked in breach of the Company's undertakings in paragraph (g)(ii) of Clause 7.3 (*Acquisition Undertakings*) of this Additional Facility Notice.

Yours faithfully



For and on behalf of **GVC Holdings PLC** as the Company

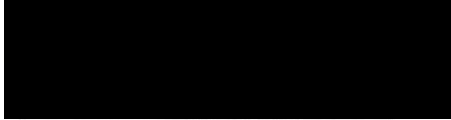
Name:



Title:



Yours faithfully

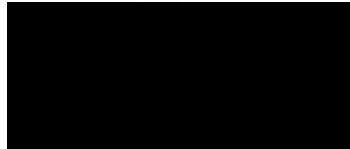


BARCLAYS BANK PLC as Additional Facility Lender

By:

Name:

Title:



Yours faithfully

[Redacted]

[Redacted]

CREDIT SUISSE INTERNATIONAL as Additional Facility Lender

By:

[Redacted]

[Redacted]

Name:

Title:

Yours faithfully

DEUTSCHE BANK AG, LONDON BRANCH as Additional Facility Lender



By:



By:



Name:

Title:

Yours faithfully

[Redacted]

[Redacted]

M [Redacted] NATIONAL (LUXEMBOURG) S.A. as Additional Facility Lender

By:

Name:

[Redacted]

[Redacted]

Title:

Yours faithfully

[Redacted Signature]

THE ROYAL BANK OF SCOTLAND PLC as Additional Facility Lender

By:

Name:

[Redacted Name]

Title:

Agreed and Accepted this 22nd day of December 2017



WILMINGTON TRUST (LONDON) LIMITED, as Agent

By:



Name:

Title: