

**AGENCY FEE LETTER**

To:

GVC Holdings PLC (the “**Borrower**”)  
32 Athol Street  
Douglas  
Isle of Man  
IM1 1JB

Attention: Neil Cotter

22 December 2017

Dear Sirs

**Facility Agent Fee Letter**

1. We refer to the senior facilities agreement dated 2 March 2017, as amended and restated on 7 December 2017 (the “**Facility Agreement**”) and the Additional Facility Notice dated on or about the date hereof (the “**Additional Facility Notice**”).
2. This is a Fee Letter as defined in the Facility Agreement.
3. Words and expressions defined in the Additional Facility Notice have the same meanings when used in this letter unless otherwise provided or the context otherwise requires.
4. Set out below is the agreement between the Borrower and ourselves in relation to fees, costs and expenses payable to us by the Borrower in respect of our role as Agent and Security Agent under the Additional Facilities set out in the Additional Facility Notice (the “**Additional Facilities**”).
5. The Borrower shall pay an annual agency fee of EUR 20,000 p.a. (the “Agency Fee”) and an annual security agency fee of EUR 20,000 p.a. (the “Security Agency Fee”) in accordance with paragraph 6 below in consideration of the extra agency resources required as a result of the Additional Facilities being implemented.
6. The Agency Fee and the Security Agency Fee shall be payable in one annual instalment in advance and the first such payment shall be payable on the Closing Date (and only if the Closing Date occurs) (and, at the election of the Borrower, may be deducted from the proceeds of the Additional Facilities on the Closing Date) with subsequent instalments of the Agency Fee and the Security Agency Fee falling due upon each anniversary thereafter, provided that on each such date the Additional Facilities have not been repaid or irrevocably cancelled or discharged in full. The Agency Fees and the Security Agency Fees referred to in this letter are exclusive of any VAT, which shall be paid by you if chargeable. You shall pay any VAT chargeable on the Agency Fees and the Security Agency Fees to us (in addition to and

at the same time as paying the consideration) in an amount equal to the amount of the VAT.

7. The Agency Fees and the Security Agency Fees are payable to us in euro for our own account in full without any set-off, deductions or withholding of any kind (unless required by law) and in immediately available, freely transferable, cleared funds to the account notified by us for this purpose. If a deduction or withholding is required by law to be made, the amount of the payment due to us shall be increased to an amount which (after making the deduction or withholding) leaves an amount equal to the amount that would have been due if no such deduction or withholding had been required.
8. The Agency Fees and the Security Agency Fees should be paid to the account of Wilmington Trust (London) Limited at:  
  
Account Name: Wilmington Trust (London) Ltd  
  
Bank: HSBC plc, 8 Canada Square, London E14 5HQ  
  
Sort Code: 40 05 15  
  
Account No: 68370434  
  
Swift: MIDLGB22  
  
IBAN: GB43MIDL40051568370434  
  
GVC Holdings Agency Fees
9. No amount in respect of the Agency Fees and the Security Agency Fees or the costs and expenses paid pursuant to this letter shall be refunded or repayable in any circumstance and shall not be subject to reduction by way of set-off or counterclaim or otherwise be affected by any claim or dispute relating to any other matter.
10. A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any of the terms of this letter and we shall not be liable to any such person by reason of our entry into this letter or the disclosure of this letter to any such person.
11. This letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter by facsimile transmission shall be effective as delivery of an original executed counterpart thereof.
12. This letter and any non-contractual obligations arising out of or in connection with it are governed by and construed in all respects in accordance with English law. The parties submit to the non-exclusive jurisdiction of the English courts.

Kindly acknowledge your agreement to the above by counter-signing below and returning to us a copy of this letter.

Yours faithfully

Signed for and on behalf of

**Wilmington Trust (London) Limited as Agent and Security Agent**

[Redacted]

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[Redacted]

We acknowledge and agree to the above



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Signed for and on behalf of **GVC Holdings PLC as the Borrower**