

To: **William Hill plc**
Greenside House
50 Station Road
Wood Green
London
N22 7TP

GVC Holdings plc
Milbourn House
St Georges Street
Douglas
Isle of Man
IM1 1AJ

(the "**Offerors**")

20 December 2012

Dear Sirs,

Offer by the Offerors for Sportingbet plc (the "Company")

1. UNDERTAKING TO ACCEPT

1.1 Henderson Global Investors Limited in its capacity as discretionary investment manager of the Strathclyde Pension Fund and Henderson UK and Irish Smaller Companies Fund ("Henderson"), the undersigned, hereby irrevocably and unconditionally (save as specified below) undertakes, represents and warrants to and confirms and agrees with you that:

- (a) Henderson is able to procure the exercise of voting rights on, and/or the transfer of the number of ordinary shares in the capital of the Company specified in paragraph 1 of the schedule hereto (subject to paragraph 1.2 below, the "**Committed Shares**", which expression shall include any other ordinary shares in the Company issued after the date hereof and attributable to or derived from such Committed Shares);
- (b) Henderson has (and will at all relevant times continue to have) all relevant power and authority to enter into this undertaking, to perform the obligations under it and to vote in favour of, or procure the voting in favour of, resolutions of the Company related to the Offer (as defined in paragraph 3.1 below) (or, as the case may be, to accept or procure acceptance of the Offer) in respect of the Committed Shares;
- (c) if the Offer is implemented by way of a takeover offer within the meaning of section 974 of the Companies Act 2006, Henderson will not later than 3.00 p.m. on the seventh day after (i) the posting of the formal document containing the Offer (the "**Offer Document**"); or (ii) the announcement of an Improved Offer (as defined below), complete and deliver to you or your agent or procure the completion and delivery to you or your agent of, form(s) of acceptance of the Offer (in accordance with its terms) in respect of the Committed Shares by the registered holder(s) and shall forward, or procure the forwarding of, with such acceptance(s) the share certificate(s) and/or other document(s) of title or evidence of authority in respect thereof or a form of indemnity acceptable to the directors of the Company in respect of any lost certificates;

- (d) if the Offer is implemented by way of a scheme of arrangement pursuant to section 895 of the Companies Act 2006, ("**Scheme**") Henderson will:
- (i) consent to the Scheme;
 - (ii) deliver to the court, in such terms as the court may require, an undertaking to be bound by the terms of the Scheme in relation to the Committed Shares and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by Henderson or on its behalf for the purpose of giving effect to the Scheme;
 - (iii) vote or (where applicable) procure that the registered holder of the Committed Shares will vote, in person or by proxy (whether on a show of hands or via a poll) the Committed Shares in favour of any resolutions proposed by the Company at any shareholder meeting (other than the Shareholder Court Meeting as defined in the Press Announcement referred to in paragraph 2.1 below) required for the implementation of the Offer and the matters ancillary thereto (including, without limitation, to authorise the reduction of capital of the Company and to amend the Company's articles of association) and against any resolution or proposal to adjourn any shareholder meeting (other than the Shareholder Court Meeting) held in connection with the Offer;
 - (iv) after the posting of the circular to be sent to the shareholders of the Company containing an explanatory statement in respect of the Scheme (the "**Circular**") (and without prejudice to any right to attend and vote in person at the shareholder meetings), complete and return the form of proxy in relation to the Sportingbet General Meeting (as defined in the Press Announcement referred to in paragraph 2.1 below) enclosed with the Circular (validly completed and signed to vote in favour of all resolutions proposed by the board of directors of the Company in relation to the Scheme and any matter ancillary thereto) in accordance with the instructions printed on such form of proxy, within seven days after posting of the Circular; and
 - (v) not vote and (where applicable) procure that the registered holder of the Committed Shares does not vote, in person or by proxy, at the Shareholder Court Meeting (or any adjournment thereof).
- (e) unless and until the Offer closes, lapses or is withdrawn, Henderson will not:
- (i) except pursuant to the Offer, sell, transfer, charge, encumber, grant any options over or otherwise dispose of, or permit the sale, transfer, charging, encumbering, granting of any option over or other disposal of, or offer or enter into any agreement or arrangement to do any of the foregoing in respect of, all or any of the Committed Shares or of any interest therein; nor
 - (ii) agree to accept any other offer or to vote in favour of any other scheme of arrangement, in any such case whether conditionally or unconditionally, in respect of all or any of the Committed Shares or any other shares in the capital of the Company; nor
 - (iii) withdraw any acceptance(s) or revoke any proxy referred to in this paragraph 1.1 in respect of all or any of the Committed Shares notwithstanding that Henderson may, in the case of any acceptance have become entitled to effect such withdrawal by virtue of the Rules of the Code

(as defined in paragraph 3.1) (or of any provision in the Offer Document giving effect thereto) or by virtue of section 87Q(4) of the Financial Services and Markets Act 2000 (the "**FSMA**") or otherwise and procure that no acceptance or vote in favour of the Offer in respect of the Committed Shares is withdrawn; nor

- (iv) purchase or otherwise acquire any shares or other securities in the Company or any interest therein or rights to acquire or subscribe therefor (including any option or derivatives referenced to such shares or securities), whether or not such acquisition or purchase might require the Offerors, (or either of them) to increase the consideration due under the Offer (as described in the Press Announcement) by reason of the Code; nor
- (v) convene any meeting of the members of the Company in its capacity as a shareholder, nor exercise or permit the exercise of the voting rights attaching to the Committed Shares in any manner which would or might frustrate the Offer or prevent the Offer becoming or being declared unconditional in all respects (or, as the case may be, the Scheme becoming effective); nor
- (vi) (other than pursuant to the Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (A) in relation to, or operating by reference to, shares or other securities of the Company;
 - (B) to do all or any of the acts referred to in this paragraph 1.1(e); or
 - (C) which would or might restrict or impede the acceptance or voting in favour of the Offer by any person,

and for the avoidance of doubt, references in this paragraph 1.1(e)(vi) to any agreement, arrangement or obligation shall include any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect upon or following the closing or lapsing of the Offer or upon or following this undertaking ceasing to be binding or upon or following any other event.

1.2 In the event that Henderson does acquire or purchase any shares, securities or interests in the Company or rights therein, such shares, securities, interests or rights shall be deemed to be included in the definition of "Committed Shares" once such acquisition or purchase has settled.

1.3 Henderson irrevocably undertakes to elect for 100% new GVC shares under the Mix and Match Facility in respect of all of its Committed Shares and will deliver a Form of Election in respect of all its Committed Shares, duly completed so as to elect for 100% new GVC shares and in accordance with the instructions set out in the Circular and the Form of Election, within seven days after the posting of the Circular.

2. **CONDITIONS**

2.1 The undertakings and agreements set out in paragraph 1 above, the agreement set out in paragraph 3.8 below and the appointment set out in paragraph 4 below are conditional upon the issue of a press announcement substantially in the form of the draft press announcement attached hereto (the "**Press Announcement**") not later than 5.00 p.m. on 21 December 2012 (or such later date as the Company and the Offerors may agree)

and in the event of such condition failing to be satisfied by the appropriate time and date mentioned herein, or if the Offer is withdrawn or lapses or, if the Offer is being implemented by way of a Scheme, the Scheme or any resolution of the Company's shareholders upon the passing of which the implementation of the Scheme is dependent is not approved by the requisite majority of the shareholders of the Company at the relevant shareholder or court meeting (or, if any such meeting is adjourned, at the relevant adjournment), such undertakings and agreements shall automatically lapse and be of no further force or effect and none of us shall have any claim against any other of us in any respect of such undertakings or agreements save in respect of any prior breach thereof.

- 2.2 All of the obligations of Henderson under this undertaking (other than the undertaking in paragraph 1.3) may, at the option of Henderson, cease to have effect if, prior to the tenth day after the posting of the Offer Document or the Circular (as the case maybe), an Alternative Offer (as defined below) is announced in accordance with the requirements of Rule 2.7 of the Code. An **"Alternative Offer"** means an offer (whether implemented by way of a takeover offer as referred to in paragraph 1.1(c), or by way of a Scheme) for the entire share capital of the Company (other than any shares held by the relevant offeror or its associates) which is not expressed to be subject to a pre-condition provided that the valuation of the consideration payable pursuant to such Alternative Offer represents in the reasonable opinion of the Company's financial adviser an improvement of not less than 10 per cent. over the value of the consideration available under the Offer having regard to the amount, cash and non-cash elements and other terms and conditions of such Alternative Offer UNLESS the Offerors have announced an improvement of the terms of the Offer within five business days of the Alternative Offer being made such that the terms of the improved Offer are in the reasonable opinion of the Company's financial adviser at least as favourable as under the Alternative Offer (the **"Improved Offer"**).

3. GENERAL

- 3.1 In this undertaking, references to:

- (a) the **"Offer"** mean the offer (whether implemented by way of a takeover offer as referred to in paragraph 1.1(c), or by way of a Scheme) on substantially the same terms and conditions as are set out in the Press Announcement and shall include any new, increased, renewed, revised or extended offer or offers.
- (b) the **"Code"** means the City Code on Takeovers and Mergers; and
- (c) the **"Mix and Match Facility"** has the meaning set out in the Press Announcement.

- 3.2 Henderson understands that the information provided to it in relation to the Offer is given in confidence and must be kept confidential until the Press Announcement containing details of the Offer is released or such the information has otherwise become generally available. Before this time, it will not base any behaviour in relation to qualifying investments or related investments (as defined in the FSMA and in the Code of Market Conduct made pursuant to the FSMA), which would amount to market abuse for the purposes of the FSMA, on such information.

- 3.3 Henderson acknowledges that some or all of the information and any terms or other statements made in the course of, or for the purpose of, negotiations relating to the Offer (including for the purposes of this irrevocable undertaking) may constitute inside information (for the purposes of the Criminal Justice Act 1993 (the **"CJA"**)) and is aware of the prohibitions against insider dealing, encouraging dealing or disclosing such information contained in the CJA (and other relevant insider dealing legislation) and agrees to abide by them).

- 3.4 Henderson consents to the issue of a press announcement substantially in the form of the Press Announcement. Henderson understands that, in accordance with the Code, particulars of this irrevocable undertaking will be contained in the Offer Document (or, as the case may be the Scheme Document) and also that such undertaking will be available for inspection during the offer period and Henderson hereby consents thereto. Henderson undertakes to provide you promptly with all such further information in relation to its interests and dealings as you may reasonably require to comply with the rules and requirements of the Panel or Takeover and Mergers (the "**Panel**") and the rules, the standards and regulations of the London Stock Exchange (including the Admission and Disclosure Standards and the AIM Rules) and rules of the Financial Services Authority (including the Listing Rules, the Prospectus Rules and the Disclosure Rules) and any other legal or regulatory requirements.
- 3.5 Henderson has been given a realistic opportunity to consider whether or not it should give this undertaking and it has received independent advice about the nature of this undertaking. Henderson recognises and acknowledges that if it should fail to comply with its obligations and undertakings hereunder, damages may not be an adequate remedy and that an order for specific performance or other equitable remedy may be the only adequate remedy for such breach.
- 3.6 Any time, date or period mentioned in this undertaking may be extended by mutual agreement between the Offerors and Henderson or otherwise as provided herein but as regards any time, date or period originally fixed or extended as aforesaid time shall be of the essence.
- 3.7 Subject to paragraph 3 above, Henderson agrees not to disclose to any third party the existence or subject matter of this document or of any of the arrangements or proposed arrangements to which it relates unless such disclosure is required by law or the Panel or the London Stock Exchange or the Financial Services Authority or pursuant to any other legal or regulatory requirements in which case Henderson shall only make such disclosure following consultation with you.
- 3.8 This undertaking will be binding on the successors in title to substantially the whole of the undertaking of Henderson.
- 3.9 With regard to any of the Committed Shares which are not registered in the name of Henderson, the undertakings, agreements and obligations of whatsoever nature contained in this deed are given by Henderson subject to the conditions set out in paragraph 3 above but otherwise on behalf of the registered holder(s) of such Committed Shares and Henderson undertakes to use best endeavours to procure the compliance by the registered holder(s) of such Committed Shares with the undertakings, agreements and obligations of whatsoever nature contained in this deed. Notwithstanding the foregoing, Henderson shall not be liable for the compliance by the registered holder(s) of such Committed Shares with the undertakings, agreements and obligations of whatsoever nature contained in this deed.
- 3.10 The obligations under this undertaking shall only be binding on Henderson to the extent that they relate to the investment management team operating under the Volantis Capital name and led by Adam McConkey, or his successor, together with any other employees in Henderson Group plc and its subsidiary undertakings (within the meaning of the Companies Act 2006) from time to time who may be behind the same information barrier as that team.
- 3.11 Nothing in this undertaking shall prevent Henderson from entering into stock lending arrangements in relation to the Committed Shares provided that such arrangements will not prevent execution of the corporate actions contemplated by this undertaking.

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

4.1 This undertaking (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this undertaking or its formation or any act performed or claimed to be performed under it) shall be governed by and construed in accordance with English law.

4.2 Each of us irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any dispute, including any non-contractual suit, actions, proceedings, or dispute which may arise out of or in connection with this undertaking and, for these purposes, each of us irrevocably submits to the jurisdiction of the courts of England.

5. **NOTICES**

5.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this deed shall be in writing and shall be delivered personally or sent by fax or prepaid first class post (air mail if posted to or from a place outside the United Kingdom):

In the case of Henderson to:

Henderson Global Investors

201 Bishopsgate
London
EC2M 3AE

Fax: 0207 818 7278
Attention: Jamie Brooke

In the case of the Offerors to:

William Hill plc

Greenside House
50 Station Road
Wood Green
London
N22 7TP

Fax: 0208 918 3775
Attention: Thomas Murphy

GVC Holdings plc

Milbourn House
St Georges Street
Douglas
Isle of Man
IM1 1AJ

Fax: 0845 280 5544
Attention: Richard Cooper

and shall be deemed to have been duly given or made as follows:

(a) if personally delivered, upon delivery at the address of the relevant addressee;

- (b) if sent by first class post, two business days after the date of posting (if posted on a business day) or three business days after the date of posting (if posted other than on a business day);
- (c) if sent by air mail, four business days after the date of posting; and
- (d) if sent by fax, when despatched;

provided that if, in accordance with the above provisions, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m. on a business day such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next business day.

5.2 Any of us may notify the others of a change to its name, relevant addressee, address or fax number for the purposes of paragraph 6.1 provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five business days after the date on which notice is given, the date falling five business days after notice of any such change has been given.

5.3 For the purposes of this clause 6, "**business day**" means a day (other than a Saturday, Sunday or public holiday) on which banks in London are open for business.

6. **THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this undertaking and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against any of us by any other person.

IN WITNESS whereof this undertaking has been executed as a deed on the date first above written.

SCHEDULE

1. COMMITTED SHARES

The details of the Committed Shares of Henderson are as follows:

Name of beneficial holder	No. and class of Committed Shares
The Strathclyde Pension Fund	6,786,272
Henderson UK and Irish Smaller Companies Fund	3,316,727

