

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 I, the undersigned, hereby irrevocably and unconditionally (save as specified below) undertake, represent and warrant to and confirm and agree with you that:
- (a) I am the beneficial owner (and unless otherwise specified in the schedule hereto am also the registered holder or am otherwise 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 2 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) I have all relevant power and authority to enter into this undertaking, to perform the obligations under it and to vote in favour of, or accept, or procure the voting in favour of or acceptance of, the Offer (as defined in paragraph 4.1) in respect of the Committed Shares;
 - (c) if the Offer is implemented by way of a takeover offer under the Code (within the meaning of section 974 of the Companies Act 2006), I will not later than 3.00 p.m. on the tenth day after the posting of the formal document containing the Offer (the "**Offer Document**") 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**"), I will:
 - (i) 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 or court meeting required for the implementation of the Offer and the matters ancillary thereto (including without limitation, to approve the Scheme, 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 or court meeting held in connection with the Offer; and

- (ii) 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 or court meetings), complete and return the forms of proxy 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 forms of proxy, within five days after posting of the Circular;
- (e) I have been granted share awards under the Sportingbet Restricted Share Plan 2009 (the "RSP") and the Sportingbet 2011 Long-Term Incentive Plan (the "Share Schemes") over the number of ordinary shares in the Company as specified in paragraph 3 of the schedule hereto (the "Awards") and confirm that the Awards are still subsisting and that I am beneficially entitled to the Awards and in respect of the Awards, I undertake either:
- (i) to accept or procure the acceptance of any appropriate proposals made to the holders of those Awards (such proposals, once made, to be automatically deemed as accepted by me in relation to my subsisting Awards under the RSP). I hereby waive any rights or restrictions conferred upon me which may exist in relation to the Awards under the rules of the Share Schemes; or
 - (ii) to exercise the relevant Awards (to the extent vested, or treated as vested, under the rules of the relevant Share Scheme) as soon as I am entitled to do so under and in accordance with the rules of the relevant Share Scheme and to vote in favour of, or accept, or procure the voting in favour of or acceptance of, the Offer (as defined in paragraph 4.1) in respect of all the ordinary shares in the capital of the Company that I receive on exercise of the Awards less any shares withheld or sold on my behalf to cover payment of the aggregate exercise price, PAYE, any applicable National Insurance contributions or any other statutory deductions;
- (f) unless and until the Offer closes, lapses or is withdrawn, I 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) accept or agree to accept any other offer or vote or agree 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 or revoke any proxy referred to in this paragraph 1.1 in respect of all or any of the Committed Shares notwithstanding that I 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 4) (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 derivative referenced to such shares or other 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 my 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) in my capacity as a shareholder only, 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(f); 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(f)(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 I do 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".

2. **CONFIRMATIONS**

I, the undersigned, hereby irrevocably and unconditionally undertake, represent and warrant to and confirm and agree with you that:

- (a) the details of all my interests in, and dealings since the commencement of the "offer period" (as such term is defined in the Code) in, shares or other securities of, the Company or either of the Offerors contained in the schedule to this undertaking are true and accurate and that my interests are correctly described and the registered holder(s) of the shares to which they relate as set out in the schedule are true and accurate in all respects and that, save as set out in the schedule, I have no other interests in securities of the Company or either of the Offerors or rights to subscribe, purchase or otherwise acquire any securities of the Company or either of the Offerors; and
- (b) I am not acting in concert with any person for the purposes of the Code, disregarding for this purpose any director of the Company and any person giving an irrevocable undertaking to accept, or vote in favour of the Offer.

3. **CONDITION**

The undertakings and agreements set out above (save for those set out in paragraph 2 above), the agreement set out in paragraph 4.8 below and the appointment set out in paragraph 5 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 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 respect of such undertakings or agreements save in respect of any prior breach thereof.

4. **GENERAL**

4.1 In this undertaking, references to:

- (a) the "**Offer**" mean the offer (whether implemented by way of a takeover offer, or 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) "**Mix and Match Facility**" has the meaning set out in the Press Announcement.

4.2 I understand that the information provided to me 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 information has otherwise become generally available. Before this time, I 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.

4.3 I acknowledge 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 I am aware of the prohibitions against insider dealing, encouraging dealing or disclosing such information contained in the CJA (and other relevant insider dealing legislation) and agree to abide by them).

4.4 I consent to the issue of a press announcement substantially in the form of the Press Announcement. I understand that, in accordance with the Code, particulars of this irrevocable undertaking and of my holdings of, and dealings in the 12 months prior to the commencement of the "offer period" (as such term is defined in the Code) in, the share capital and other securities of the Company will be contained in the Offer Document (or, as the case may be, the Circular) and also that such undertaking will be available for inspection during the offer period and I hereby consent thereto. I undertake to provide you promptly with all such further information in relation to my interests and dealings as you may require to comply with the rules and requirements of the Panel on Takeovers and Mergers (the "**Panel**"), the rules, standards and regulations of the London Stock Exchange (including the Admission and Disclosure Standards and the AIM Rules), the

Financial Services Authority (including the Prospectus Rules, the Listing Rules and the Disclosure Rules) and any other legal or regulatory requirements.

- 4.5 I have been given a realistic opportunity to consider whether or not I should give this undertaking and I have received independent advice about the nature of this undertaking. I recognise and acknowledge that if I should fail to comply with my 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.
- 4.6 Any time, date or period mentioned in this undertaking may be extended by mutual agreement between the Offerors, and myself 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.
- 4.7 Subject to paragraph 3 above, I agree 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 I shall only make such disclosure following consultation with you.
- 4.8 This undertaking (save insofar as it relates to me in my capacity as a director of the Company) will be binding on my estate and personal representatives.
- 4.9 With regard to any of the Committed Shares which are not registered in my name, the undertakings, agreements and obligations of whatsoever nature contained in this deed are given by me subject to the condition set out in paragraph 3 above but otherwise on behalf of the registered holder(s) of such Committed Shares and I undertake to take all steps to procure the compliance by the registered holder(s) of such Committed Shares and of any persons who may be acting in concert with me (as such term is defined in the Code) with the undertakings, agreements and obligations of whatsoever nature contained in this deed.
- 4.10 For the avoidance of doubt, this undertaking is entered into by me in my capacity as a shareholder of the Company only and not in my capacity as a director of the Company. Nothing contained in this undertaking shall require me to take or not take any decision or action in my capacity as a director of the Company.

5. **POWER OF ATTORNEY**

Subject to paragraph 3 above, I hereby irrevocably and by way of security for my obligations hereunder appoint, severally, the Offerors and any director of either of the Offerors as my attorney to execute and deliver the forms of acceptance referred to in paragraph 1.1(c) above (or, as the case may be, the forms of proxy referred to in paragraph 1.1(d)(ii)) and to sign, execute and deliver all other documents and do all such other acts and things as may be necessary for, or incidental to, my acceptance of the Offer (or, as the case may be, my voting in favour of the Scheme) in respect of the Committed Shares and/or the performance of my obligations under this undertaking on my behalf in the event of my failure to comply with any provision of this undertaking within the specified period and I irrevocably undertake to ratify any such act if called upon to do so.

6. **NOTICES**

- 6.1 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 Brian Harris to:
Sportingbet plc
4th Floor
45 Moorfields
London EC2Y 9AE
Fax: +44 (0)20 7184 1810

Offerors

In the case of the William Hill Plc to:
Greenside House
50 Station Road
Wood Green
London N22 7TP
Fax: +44-20-8918-3775
Attention: Thomas Murphy

In the case of the GVC Holdings Plc
to:
Milbourn House
St Georges Street
Douglas
Isle of Man IM1 1AJ
Fax: +44 1624 678871
Attention: Kenny Alexander

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, three 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.

6.2 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.

6.3 For the purposes of this clause 7, "business day" means a day (other than a Saturday, Sunday or public holiday) on which banks in London are open for business.

7. GOVERNING LAW AND SUBMISSION TO JURISDICTION

7.1 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.

7.2 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 disputes, including any non-contractual suit, actions, proceedings or dispute which may arise out of or in connection with this undertaking or its formation or any act performed or claimed to be performed under it and, for these purposes, each of us irrevocably submits to the jurisdiction of the courts of England.

8. 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 and delivered as a deed on the date first above written.

SCHEDULE

1. INTERESTS IN THE COMPANY

My "interests" (as defined in Part 22 of the Companies Act 2006) (including those of myself and members of my immediate family, related trusts and connected persons) in the securities (including securities convertible thereto, rights to subscribe therefor, options (including traded options) in respect thereof and derivatives referenced thereto) of the Company on the date hereof are as stated below:

Class of security	Registered Holder	Beneficial Owner	Awards (including number of shares under the Award, the exercise period, exercise price and date of grant)	Derivatives (including details of underlying security, maturity date and reference price)
476,775 ordinary shares	Brian Harris	Brian Harris	N/A	N/A

2. COMMITTED SHARES

The details of my Committed Shares are as follows:

Name of registered holder	No. of Committed Shares
Brian Harris	476,775

3. AWARDS

The details of my Awards are as follows:

Name of registered holder	Share Scheme	No. of Awards
N/A		

4. INTERESTS IN THE OFFERORS

My "interests" (as defined in Part 22 of the Companies Act 2006 and related regulations) (including those of myself, members of my immediate family, related trusts and connected persons) in the securities (including securities convertible thereto, rights to subscribe therefor, options (including traded options) in respect thereof and derivatives referenced thereto) of either of the Offerors on the date hereof are as stated below:

William Hill Plc

Class of security	Registered Holder	Beneficial Owner	Options (including number of shares under option, exercise period, exercise price and date of grant)	Derivatives (including details of underlying security, maturity date and reference price)
N/A				

GVC Holdings Plc

Class of security	Registered Holder	Beneficial Owner	Options (including number of shares under option, exercise period, exercise price and date of grant)	Derivatives (including details of underlying security, maturity date and reference price)
N/A				

5. DEALINGS IN THE COMPANY

The "dealings" (as defined in the Code) in respect of any interests in the Company (as defined in paragraph 1 above) since 19 September 2012 and during the Offer Period (as defined in the Code) are as stated below:

Date	Party	Nature of transaction	Number of securities (registered or beneficial)	Price per security (p)
N/A				

6. DEALINGS IN THE OFFERORS

The "dealings" (as defined in the Code) in respect of any interests in either of the Offerors (as defined in paragraph 4 above) since 19 September 2012 and during the Offer Period (as defined in the Code) are as stated below:

William Hill Plc

Date	Party	Nature of transaction	Number of securities (registered or beneficial)	Price per security (p)
N/A				

GVC Holdings Plc

Date	Party	Nature of transaction	Number of securities (registered or beneficial)	Price per security (p)
N/A				

Signed as a deed
by BRIAN HARRIS
in the presence of:

Sarah
SARAH LEWIS
10 CHATTERTON ROAD
LONDON N4 2DZ

)
) 
)