



GVC Holdings PLC (GVC)
32 Athol Street
Douglas
Isle of Man
IM1 1JB (the **"Offeror"**)

21 December 2017

Dear Sirs,

Proposed acquisition of Ladbrokes Coral Group plc ("LCG")

1. We understand that the Offeror intends to make an offer to acquire the entire issued and to be issued share capital of LCG (the **"Acquisition"**) which is proposed to be implemented by way of a scheme of arrangement (the **"Scheme"**) under Part 26 of the Companies Act 2006 (the **"Act"**) substantially on the terms and conditions set out in the press announcement, a draft of which is annexed to this undertaking (the **"Press Announcement"**).
2. We understand that the Offeror may elect to implement the Acquisition by means of a takeover offer within the meaning of section 974 of the Act (an **"Offer"**).
3. This undertaking sets out the terms and conditions on which we will exercise, or instruct the exercise of, the votes attaching to the shares in LCG in which we have an interest as set out in Schedule 1 in favour of the Scheme at any relevant meeting of the members of LCG or, if an Offer is made, accept the Offer when it is made (as applicable).
4. The terms and conditions of the Scheme will be substantially as set out in the Press Announcement and, subject thereto, will otherwise be as may be agreed between the Offeror and LCG or as may be required to comply with the requirements of the City Code on Takeovers and Mergers (the **"Code"**), the Panel on Takeovers and Mergers (the **"Panel"**), the High Court of Justice in England and Wales (the **"Court"**), the Financial Conduct Authority, the Act or any other legal or regulatory authority or body.

Shareholdings

5. We represent and warrant to the Offeror that:
 - (a) as a discretionary investment manager on behalf of various investment management clients, we are at the date of this undertaking interested in the number of ordinary shares in the capital of LCG shown in Schedule 1 (the **"LCG**

Shares”) and have authority to sell the LCG Shares with full title guarantee, free from any lien, charge, option, equity or encumbrance (but subject to the terms of our several appointments as discretionary investment manager), together with all rights attaching to them as envisaged by the terms of the Acquisition;

- (b) other than the LCG Shares, we do not have any interest (as defined in the Code) in any securities or shares of LCG or any rights to subscribe for, purchase or otherwise acquire any securities or shares of LCG;
- (c) we have full power and authority to enter into this undertaking and to perform the obligations under it in respect of the LCG Shares; and
- (d) we have full power and authority under the terms of our several appointments as discretionary investment manager to instruct the relevant custodians in respect of the LCG Shares and any Further LCG Shares (as defined below) of which each is custodian and, where in this undertaking, we refer to instructing a registered holder which is a nominee, we shall give such instruction to the relevant custodian responsible for the nominee.

Dealings

6. Subject to paragraph 17 below, we undertake to the Offeror that before the earliest to occur of (i) the Scheme becoming effective and (ii) an Offer, if made, being declared unconditional in all respects, if applicable, we shall not:
- (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any LCG Shares or any other shares or securities in LCG issued or unconditionally allotted to us or otherwise acquired by us before then (“**Further LCG Shares**”) other than pursuant to the Scheme, or an acceptance of the Offer if made;
 - (b) accept any other offer (whether such offer is to be implemented by way of a takeover offer, scheme of arrangement, merger or other business combination of any nature whatsoever) in respect of the shares or securities referred to in paragraph 6(a);
 - (c) (other than pursuant to the Scheme or the Offer, if applicable) enter into any agreement or arrangement or incur any obligation:
 - (i) to do any of the acts referred to in paragraphs 6(a) or (b) in relation to, or operating by reference to, the LCG Shares or any Further LCG Shares; or
 - (ii) which, in relation to the LCG Shares or any Further LCG Shares, would or might restrict or impede our complying with the terms of this undertaking,



and for the avoidance of doubt, references in this paragraph 6(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) purchase or acquire any shares or other securities of LCG or any interest therein (including any derivatives referenced to such securities) unless the Panel determines, and confirms to you, that, in respect of such purchase or acquisition, we are not acting in concert with you pursuant to Note 9 on the definition of "Acting in concert" set out in the Code.
- 6A. Notwithstanding the terms of paragraphs 6, 7, 9 and 10, we may in the ordinary exercise of our investment management discretion sell LCG Shares and/or Further LCG Shares and, without prejudice to the generality of the foregoing):
- (b) if our appointment as discretionary investment manager for a segregated mandate is terminated prior to the earlier of this undertaking lapsing in accordance with paragraph 17 or the Scheme being approved by the Court or the Offer becoming unconditional as to acceptances, we shall cease to be interested in the LCG Shares and any Further LCG Shares subject to that segregated mandate, but we will advise the relevant custodian that the LCG Shares and any Further LCG Shares are and remain subject to the commitments in this undertaking; and
 - (b) where the LCG Shares and any Further LCG Shares are held within any segregated mandate from which assets are withdrawn or in any Majedie pooled fund from which there are redemptions, we may in the ordinary exercise of our investment management discretion sell LCG Shares and/or any Further LCG Shares, provided that we either publicly announce, or notify the Offeror of, such sale in accordance with Rule 2.10(c) of the Takeover Code.

Undertaking to vote in favour of the Scheme

7. In consideration of the Offeror agreeing to be bound by the Scheme in the event that the Scheme becomes effective, we undertake to the Offeror to instruct the attendance (either in person or by proxy) at any meeting of LCG's shareholders convened by order of the Court pursuant to section 896 of the Act to consider and approve the Scheme ("**Court Meetings**") and any general or class meeting of LCG convened in order to consider and approve measures required to implement the Scheme ("**Shareholders' Meetings**") and, from the time the Scheme is announced until the Scheme becomes effective or (with the consent of the Panel) is withdrawn, will instruct the exercise of the votes

attaching to the LCG Shares and any Further LCG Shares in favour of the Scheme at any Court Meeting and in accordance with the directions of the Offeror on any Relevant Resolution (as defined below). In particular, but without limiting the foregoing, we undertake to the Offeror that we shall instruct that, after the posting of the circular to be issued by LCG to its shareholders containing, inter alia, the Scheme (the **"Scheme Document"**) (and without prejudice to any right to attend and vote in person at any Court Meeting and any Shareholders' Meeting), we shall instruct the return of the signed forms of proxy accompanying the Scheme Document (completed and signed and voting in favour of the resolutions to approve the Scheme and any measures required to implement the Scheme) as soon as possible and in any event within seven days after the posting of the Scheme Document.

8. In this undertaking, a **"Relevant Resolution"** means any resolution (whether or not amended) which is proposed at a Shareholders' Meeting or at any adjournment thereof or at any other class or general meeting of LCG, the passing or rejection of which is necessary for the implementation of the Scheme or the Offer or which might reasonably be expected to impede or frustrate the Scheme or the Offer in any way, including, but not limited to, any resolution relating to a proposal by a person other than the Offeror to acquire (or have issued to it) any shares in the capital of LCG. Resolutions to adjourn any Court Meeting or any Shareholders' Meeting and a resolution to amend a Relevant Resolution, shall also be Relevant Resolutions.

Undertaking to accept the Offer

9. In consideration of the Offeror's agreement in paragraph 20 to make the Acquisition, we undertake that if an Offer is made:
 - (a) we shall instruct acceptance of the Offer in respect of the LCG Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the **"Offer Document"**) not later than seven days after the Offeror posts the Offer Document to LCG Shareholders;
 - (b) we shall instruct acceptance of the Offer in respect of any Further LCG Shares in accordance with the procedure for acceptance set out in the Offer Document not later than seven days after the date we first become able so to instruct acceptance of the Offer;
 - (c) we shall not instruct the withdrawal of any acceptances of the Offer; and
 - (d) the Offeror shall acquire the LCG Shares and any Further LCG Shares from us with full title guarantee, free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares in accordance with the terms of the Offer.



Voting Rights

10. If the Offeror announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or (with the consent of the Panel) is withdrawn:
 - (a) we shall instruct the exercise of the votes attaching to the LCG Shares and any Further LCG Shares on a Relevant Resolution only in accordance with the Offeror's directions; and
 - (b) we shall instruct the exercise of the rights attaching to the LCG Shares and any Further LCG Shares to requisition or join in requisitioning any general or class meeting of LCG for the purposes of considering a Relevant Resolution and to require LCG pursuant to section 314 of the Act to circulate a statement with respect to any business to be dealt with at such meeting to members of LCG in accordance with the Offeror's directions.
11. For the purpose of voting on a Relevant Resolution, we shall instruct the execution of any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant meeting.

Documentation

12. We consent to:
 - (a) the inclusion of references to us and particulars of this undertaking and our interest in the relevant securities of LCG (and dealings therein that the Code requires disclosure of (if any)) in any press announcement or other document issued by or on behalf of the Offeror or LCG in connection with the Acquisition; and
 - (b) this undertaking being published on a website in accordance with Rule 26 of the Code.
13. We shall promptly give you all information and any assistance as you may reasonably require for the preparation of any such announcement or document in order to comply with the requirements of the Code, the Panel, the Court, the Financial Conduct Authority, the Act and any other legal or regulatory requirement or body. We shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Confidentiality and Market Conduct

14. Subject to and save to the extent required by the Code, the Panel, any court of competent jurisdiction or any stock exchange in accordance with whose regulations the Offeror is required to comply, we shall keep confidential the possibility, terms and conditions of the Acquisition and the existence and

terms of this undertaking until the Press Announcement is released, provided that we may disclose the same to the Offeror and its advisers, to our own professional advisers where reasonably necessary for the performance of their professional services or where requested by any relevant regulatory authority. The obligations in this paragraph shall survive termination of this undertaking.

15. We understand that the information you have given to us in relation to the Acquisition must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. Before this time we will not behave in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (“FSMA”) and any instrument issued thereunder) in a way which would amount to market abuse for the purposes of section 118 of the FSMA.

Time of the Essence

16. Any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or as extended, time shall be of the essence. All reference to time shall be to the time in London.

Termination

17. The undertakings, warranties, consents, waivers, agreements and obligations in this undertaking are conditional upon the issue of the Press Announcement on or before 22 December 2017 or such later time or date as we may agree and (save as expressly provided for herein) will only lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:
 - (a) if the Acquisition is implemented by way of the Offer, when the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects; or
 - (b) if the Offeror announces, with the consent of any relevant authority (if required) and before the Scheme Document or Offer Document is posted, that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Offer is announced by the Offeror in accordance with the Code at the same time or within 28 days thereafter; or
 - (c) the Scheme does not become effective by 30 June 2018 (or such later date as we agree in writing); or
 - (d) if a Competing Offer has been announced in accordance with the requirements of the Code.
18. For the purposes of paragraph 17(d), a “**Competing Offer**” means an offer for the entire issued and to be issued ordinary share capital of LCG (other than any



shares held by the Offeror or its associates (as defined in section 988 of the Act)) and the posting of which is not expressed to be subject to a pre-condition and which the Offeror reasonably determines, after consultation with its financial and legal advisers, values each ordinary share in the capital of LCG at a price which equals or exceeds 224.70 pence per ordinary share in the capital of LCG available under the terms of the Acquisition, having regard to the total amount, cash and non-cash elements of the Acquisition and such Competing Offer.

19. We hereby acknowledge that we have not entered into this undertaking relying on any statement or representation, whether or not made by the Offeror or its advisers (or any of their respective directors, officers, employees or agents) and we acknowledge that nothing in this undertaking obliges the Offeror to despatch the Press Announcement or the Scheme Document or the Offer Document if it is not required to do so by the Panel or under the Code.
20. Subject to paragraph 17, if the Offeror elects to implement the Acquisition by means of an Offer, the Offeror agrees to make the Acquisition, conditional on the release of a press announcement pursuant to Rule 2.7 of the Code (the **"Offer Press Announcement"**) in accordance with the Code and otherwise in such form as the Offeror may deem necessary or appropriate or as may be required to comply with the requirements of the Panel, the Court, the Financial Conduct Authority, the Act, the AIM Rules, the London Stock Exchange or any other legal or regulatory authority or body. The release of the Offer Press Announcement is at the absolute discretion of the Offeror. In particular, the Offeror reserves the right not to release the Offer Press Announcement unless the board of directors of LCG agrees to recommend the Acquisition.
21. If after the Offeror releases the Press Announcement or the Offer Press Announcement (as applicable):
 - (a) the Panel consents to the Offeror not making the Acquisition; or
 - (b) an event occurs which means that the Offeror is no longer required by the Code to proceed with the Acquisition,

the Offeror shall not be obliged to make or proceed with the Acquisition.
22. The Offeror undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on the Offeror hereunder are conditional upon receipt by the Offeror of:
 - (a) undertakings substantially in the terms agreed with the Offeror from each of the directors of LCG at or prior to the release of the Press Announcement (or such later time and/or date as the Offeror may determine); and
 - (b) confirmation in terms satisfactory to the Offeror that the board of directors of LCG has approved the issue of the Press Announcement including a statement

that the board of directors of LCG intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Offer Document or Scheme Document.

Governing Law and Agent for Service

23. This undertaking shall be governed by and construed in accordance with English law and we irrevocably submit to the exclusive jurisdiction of the English courts in relation to any matter arising therefrom.



SCHEDULE 1

Holding of LCG Shares as at close of business on 19 December 2017

| | |
|---|-------------------|
| TOTAL HOLDING | 33,933,721 |
| OF WHICH HOLDING WITH RIGHT TO INSTRUCT VOTING | 32,216,265 |

ANNEXURE

Press Announcement



Signed as a deed by MAJEDIE ASSET MANAGEMENT LIMITED
acting by JAMES DE VERAUGH



Director



Witness signature:

Witness name:

Witness occupation:

Witness address:

PHILIP STARK
LEGAL DIRECTOR



