

From: Caesars Entertainment, Inc. ("**Caesars**")  
1209 Orange Street  
Wilmington  
Delaware 19801  
United States

To: William Hill PLC ("**William Hill**")  
1 Bedford Avenue  
London, WC1B 3AU  
United Kingdom

27 October 2020

Dear Sirs,

**NeoGames S.à.r.l.**

1. We refer to the co-operation agreement dated 30 September 2020 entered into between William Hill and Caesars in relation to the recommended cash offer the entire issued and to be issued share capital of William Hill (the "**Offer**") (the "**Co-operation Agreement**").
2. Save as otherwise expressly provided herein:
  - (A) terms defined in the Co-operation Agreement shall have the same meanings where used in this letter; and
  - (B) the principles of construction set out in Clause 1.2 of the Co-operation Agreement shall apply mutatis mutandis to this letter as if set out in full in this letter.
3. The purpose of this letter is to confirm our agreement, for the purpose of Rule 21.1 of the Takeover Code, to the following matters in connection with the proposed initial public offering by NeoGames S.à.r.l. ("**NeoGames**") (or a new holding company for NeoGames) (the "**NeoGames IPO**"):
  - 3.1 Notwithstanding the Conditions and specifically, the Condition set out at Clause 3(i)(iii) of Part A of Appendix I (the "**No Sale Condition**"), any relevant member of the William Hill Group (including without limitation William Hill and William Hill Organization Limited), may, in connection with the NeoGames IPO:
    - (A) waive their rights in respect of the call option over NeoGames shares held by other shareholders of NeoGames (as described at page 155 of William Hill's annual report and accounts for the year ended 31 December 2019);
    - (B) consent to the NeoGames IPO and any other actions requiring consent (to the extent reasonably necessary to facilitate, permit or otherwise further the implementation or completion of the NeoGames IPO);

- (C) sell up to their pro rata proportion of the total number of NeoGames shares sold as part of the secondary component of the NeoGames IPO (including pursuant to the exercise of any greenshoe option) (and for the avoidance of doubt, regardless of the number of NeoGames shares sold by other shareholders of NeoGames as part of the secondary component of the NeoGames IPO);
- (D) agree to customary representations, warranties and undertakings (including selling restrictions) in favour of NeoGames and/or the underwriters of the NeoGames IPO;
- (E) agree to any waiver of rights (to the extent that William Hill considers reasonably necessary to facilitate or permit the NeoGames IPO) within, modification to, or termination of, the existing shareholders' agreement in relation to NeoGames (including, without limitation, any right to purchase securities of NeoGames); and/or
- (F) take such other steps as they may consider to be necessary or desirable in connection with the NeoGames IPO (including any exchange of shares in NeoGames for shares in the company to be listed),

(together, the "**William Hill Permitted Actions**").

- 3.2 Caesars acknowledges and agrees on behalf of itself and Caesars UK Holdings Limited that the William Hill Permitted Actions shall not, for the purpose of Rule 13 of the Code, constitute circumstances of material significance to Caesars in the context of the Offer to justify seeking the permission of the Panel to invoke any Condition so as to cause the Offer not to proceed, to lapse or to be withdrawn.
- 4. Each party to this letter warrants to the other that it has the requisite capacity, power and authority to enter into and perform this letter and that this letter constitutes valid and binding obligations of such party in accordance with its terms.
- 5. Each party to this letter shall, from time to time on request, do or procure the doing of all acts and/or execute or procure the execution of all documents as any other party may reasonably require in order to give full and proper effect to this letter.
- 6. Clauses 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 of the Co-operation Agreement shall apply *mutatis mutandis* to this letter as if set out in full in this letter and on the basis that references in such clauses to the Co-operation Agreement should be construed as references to this letter, save that Clause 21.1 of the Co-operation Agreement shall be construed as if this letter was referred to in that clause in addition to, and not in place of, the Co-operation Agreement and the Confidentiality Agreement.
- 7. Please confirm your agreement to the matters set out in this letter by executing and delivering a counterpart of the letter to us as a deed.

Yours faithfully,

[Redacted signature]

duly authorised and executed as a deed  
on behalf of **Caesars Entertainment, Inc.**

in the presence of:

[Redacted witness signature]

Witness signature

Name (print) of witness:

Address of witness:

[Redacted witness details]

**ACKNOWLEDGED AND AGREED:**

.....  
duly authorised and executed as a deed  
on behalf of **William Hill PLC**

in the presence of:

.....  
Witness signature

Name (print) of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

\_\_\_\_\_

Yours faithfully,

.....  
duly authorised and executed as a deed  
on behalf of **Caesars Entertainment, Inc.**


in the presence of:

.....  
Witness signature

Name (print) of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

  
duly authorised and executed as a deed  
on behalf of **William Hill PLC**

in the presence of:

  
Witness signature

Name (print) of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_  
\_\_\_\_\_

