

AMENDMENT AGREEMENT

DATED 28 June 2021

PARTIES

- (1) **Noel Hayden** of [REDACTED] ("Shareholder");
- (2) **Bally's Corporation**, a corporation formed under the laws of Delaware the principal executive offices of which are at 100 Westminister Street, Providence, RI 02903, USA ("Bally's");
- (3) **Premier Entertainment Sub, LLC**, a company incorporated with limited liability under the laws of the State of Delaware ("**Premier Entertainment**"); and
- (4) **Gamesys Group plc**, whose registered office is at 10 Piccadilly, London W1J 0DD ("**Gamesys**"),

together referred to as the "**parties**" and each as a "**party**" to this agreement (this "**Agreement**").

WHEREAS

- (A) On 13 April 2021, Shareholder entered into an irrevocable undertaking in respect of the 15,481,844 Ordinary Shares beneficially owned by him in favour of Bally's, Premier Entertainment and Gamesys, as amended between the parties on 11 June 2021 (the "**Irrevocable Undertaking**").
- (B) In light of potential administrative considerations involved in transferring the Shareholder's Shares from a nominee to direct ownership, the parties have agreed to further amend the Irrevocable Undertaking on the terms set out in this Agreement.

AGREEMENT

1. Terms defined in the Irrevocable Undertaking will, unless expressly provided otherwise or the context otherwise requires herein, have the same meanings in this Agreement.
2. For good and valuable consideration, the parties have agreed that, in accordance with paragraph 13.3 of the Irrevocable Undertaking, the times and dates contained in paragraphs 4.1(B) and 4.1(C) of the Irrevocable Undertaking are hereby amended so that such paragraphs will henceforth read as follows:

"(B) in respect of all such Shares in certificated form, return the signed Form of Election, completed, signed and electing for the Share Alternative, in accordance with the instructions set out in the Scheme Document or the Offer Document (as applicable) and the Form of Election as soon as possible and, in any event, so that the Form of Election is received by the appointed receiving agent no later than: (i) 21 days after the date of the Gamesys General Meeting and the Court Meeting (or, if either of the Gamesys General Meeting or the Court Meeting is adjourned, 21 days after the later date of such adjourned meeting); or (ii) in the event of the Combination being implemented by way of a Takeover Offer, 21 days after the date of the Offer Document;" and

(C) *in respect of all such Shares in uncertificated form, complete and transmit an electronic election instruction, in accordance with the instructions set out in the Scheme Document or the Offer Document (as applicable) as soon as possible and, in any event, so that such electronic election is received by the appointed receiving agent no later than: (i) 21 days after the date of the Gamesys General Meeting and the Court Meeting (or, if either of the Gamesys General Meeting or the Court Meeting is adjourned, 21 days after the date of such adjourned meeting); or (ii) in the event of the Combination being implemented by way of a Takeover Offer, 21 days after the date of the Offer Document; and"*

3. For good and valuable consideration, the parties have agreed that, in accordance with paragraph 13.3 of the Irrevocable Undertaking, the times and dates contained in paragraphs 5.1(A)(2) and 5.1(B) of the Irrevocable Undertaking are hereby amended so that such paragraphs will henceforth read as follows:

"(A) *in respect of all Shares in certificated form:*

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(2) *post the duly completed Forms of Proxy such that they are received by the appointed registrar no later than 1.00 p.m. (London time) on 28 June 2021 (regardless of whether I intend to attend the General Meeting or the Court Meeting in person);*

(B) *in respect of all Shares in uncertificated form, instruct (or procure that my nominee, broker or custodian instructs) the CREST sponsor to complete and transmit CREST proxy instructions in accordance with the instructions set out in the Scheme Document to vote in favour of the Resolutions, such instructions to be received by the appointed registrar no later than 1.00 p.m. (London time) on 28 June 2021 (regardless of whether I intend to attend the General Meeting or the Court Meeting in person); and"*

4. Except to the extent expressly varied by the terms of this Agreement, the provisions of the Irrevocable Undertaking are not affected by this Agreement and will remain in full force and effect in accordance with their terms.
5. Unless expressly provided to the contrary in this Agreement, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.
6. This Agreement may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute one and the same Agreement.
7. Clause 14 (*Governing Law*) of the Irrevocable Undertaking will apply, *mutatis mutandis*, to this Agreement.

EXECUTED BY
NOEL HAYDEN

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EXECUTED BY

acting for and on behalf of
BALLY'S CORPORATION

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acting for and on behalf of
PREMIER ENTERTAINMENT SUB, LLC

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acting for and on behalf of
GAMESYS GROUP PLC

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NOEL HAYDEN

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acting for and on behalf of
PREMIER ENTERTAINMENT SUB, LLC

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EXECUTED BY Neil Goulden

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acting for and on behalf of
GAMESYS GROUP PLC

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