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PURCHASE AGREEMENT

by and among

FASTBALL HOLDINGS LLC,

TSE HOLDINGS LTD.

and

**(solely for purposes of Section 5.1, Section 5.3, Section 5.4, Section 5.6, Section 5.8,
Section 5.9, Section 5.10 and Article VIII)**

FLUTTER ENTERTAINMENT PLC

Dated as of

December 3, 2020

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PURCHASE AGREEMENT

This Purchase Agreement (the “*Agreement*”) is made as of December 3, 2020, by and among Fastball Holdings LLC, a Delaware limited liability company (“*Seller*”), TSE Holdings Ltd., a private limited company organized under the laws of England and Wales (“*Purchaser*”, and together with Seller, the “*Parties*”) and, solely for purposes of Section 5.1, Section 5.3, Section 5.4, Section 5.6, Section 5.8, Section 5.9, Section 5.10 and Article VIII (for which it shall be deemed a Party), Flutter Entertainment plc, a public limited company incorporated under the laws of Ireland and the ultimate parent company of Purchaser (“*Flutter*”).

RECITALS

- A. Reference is made to that certain Investor Members Agreement, dated as of July 10, 2019 (“*Members Agreement*”), by and among Purchaser, Seller and Boyd Interactive Gaming, L.L.C., a Nevada limited liability company (“*Boyd*”). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Members Agreement.
- B. FanDuel Group Parent LLC, a Delaware limited liability company (the “*Company*”) previously issued six million eight hundred twenty-nine thousand three hundred sixty-two (6,829,362) Investor Units (the “*Subject Units*”) to Seller pursuant to that certain Contribution Agreement, dated as of July 10, 2019 (the “*FanDuel Group Contribution Agreement*”), by and among Purchaser, Seller, Boyd and the Company.
- C. Seller desires to sell, and Purchaser desires to acquire, all of the Subject Units, subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and representations set forth herein, intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. As used herein, the following terms have the meanings set forth below:

“*Affiliate*” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “*control*” (including, with correlative meanings, the terms “*controlled by*” and “*under common control with*”) as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, for purposes of this Agreement, Seller and its equityholders shall be deemed to not be an “*Affiliate*” of Flutter or any of its subsidiaries, and Flutter and its subsidiaries shall be deemed to not be an “*Affiliate*” of Seller or its equityholders.

“*Associate*” has the meaning given to the term “*associate*” in the U.K. Listing Rules.

“Business Day” means a day other than Saturday or Sunday on which banking institutions in New York, New York, London England and Dublin, Ireland are open for business.

“Companies Act” means the Companies Act 2014 of Ireland.

“Company LLC Agreement” means the Limited Liability Company Agreement of the Company, dated as of July 10, 2019, as amended.

“Disclosure Schedules” means the disclosure schedules delivered by the Parties prior to or concurrently with the execution of this Agreement.

“Encumbrance” means any lien, pledge, hypothecation, mortgage, security interest, right of first refusal, community property interest or restriction of a similar nature.

“Euronext Dublin” means The Irish Stock Exchange plc, trading as Euronext Dublin.

“Euronext Dublin Market” means the Euronext Dublin Market, operated by Euronext Dublin.

“Fastball Term Sheet” means that certain legally binding term sheet, entered into in October 2019, by and between Flutter and Seller.

“FCA” means the United Kingdom Financial Conduct Authority acting in its capacity as the competent authority in the United Kingdom under Part VI of FSMA.

“Flutter Board” means the board of directors of Flutter.

“Flutter Shares” means ordinary shares having a nominal value of €0.09 each in the capital of Flutter.

“FSMA” means the United Kingdom Financial Services and Markets Act 2000, including any regulations made pursuant thereto.

“Governmental Entity” means (a) any national, federal, state, county, municipal, local, or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government, (b) any public international governmental organization, or (c) any agency, division, bureau, department, or other political subdivision of any government, entity or organization described in the foregoing clauses (a) or (b) of this definition.

“Irish Listing Rules” means Book I: Harmonised Rules of the Euronext Rule Book and Book II: Listing Rules of Euronext Dublin, taken together.

“Irish Market Abuse Regulations” means the European Union (Market Abuse) Regulations 2016 of Ireland, the Central Bank (Investment Market Conduct) Rules 2019 of Ireland and any other rules made by the Central Bank of Ireland under Section 1365 of the Companies Act.

“**LSE**” means the London Stock Exchange.

“**Market Abuse Law**” means the Market Abuse Regulation, the Irish Market Abuse Regulations and the U.K. Market Abuse Regulations.

“**Market Abuse Regulation**” means Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC.

“**Organizational Documents**” means, with respect to any Person, (i) such Person’s certificate or articles of incorporation and bylaws, certificate or articles of organization and limited liability company or operating agreement, memorandum and articles of association or similar organizational documents and (ii) any other contract or agreement relating to such Person to which any holders of equity or other economic interests in such Person are a party and to which such Person is a party or of which such Person has knowledge.

“**Person**” means a natural person, partnership, corporation, limited liability company, public limited liability company, private limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity or other entity or organization.

“**Representatives**” means, with respect to any Person, such Person’s officers, directors, employees, financial advisors, investment bankers, agents and representatives.

“**Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Seller Member**” means any Person that holds any limited liability company, membership or other equity or other economic interests in or of Seller.

“**Seller Operating Agreement**” means the Operating Agreement of Seller, dated as of July 10, 2018.

“**Transfer**” (including, with correlative meaning, “**Transferred**”) means, with respect to any equity or other economic interest, (i) any direct or indirect sale, assignment, distribution, disposition, hypothecation, pledge or other transfer, either voluntary or involuntary, thereof or interest therein (including by any transfer of any equity or other economic interest in any Person directly or indirectly holding any such equity or other economic interest or interest therein) or (ii) to enter into any swap or any other agreement, transaction or series of transactions that hedges or transfers, in whole or in part, directly or indirectly, the economic consequence of ownership thereof or interest therein, whether any such transaction, swap or series of transactions is to be settled by delivery of securities, in cash or otherwise; provided, however, that any transfer, agreement, transaction or series of transactions made with respect to any equity interest in any of the equityholders of Seller, shall be deemed to not be a “Transfer” of any equity or other economic interest held by Seller.

“*U.K. Listing Rules*” means the Listing Rules made by the FCA pursuant to Part VI of the FSMA.

ARTICLE II

PURCHASE AND SALE

2.1. Purchase and Sale of Units. Upon the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, assign, transfer and convey the Subject Units to Purchaser (or any or all of the Subject Units to any Affiliate of Purchaser as Purchaser may direct by notice in writing to Seller on or prior to the Closing Date (any such Affiliate of Purchaser, a “*Designated Purchaser Affiliate*”), and any remainder of the Subject Units to Purchaser), and Purchaser hereby agrees to purchase, and take delivery (and, if applicable, procure that Designated Purchaser Affiliate takes delivery) of such Subject Units from the Seller, in each case, at the Closing, free and clear of all Encumbrances, other than transfer restrictions imposed by applicable securities laws (the “*Unit Purchase*”).

2.2. Purchase Price. In consideration for the Subject Units, at the Closing, Purchaser shall deliver to Seller \$4,175,000,000 in cash, subject to Section 5.9.

2.3. Closing.

(a) The closing of the purchase and sale of the Subject Units as contemplated hereby (the “*Closing*”) shall take place (i) at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52 Street, New York, New York 10019, at 8:00 a.m., Irish time, on the first Business Day following the date on which all of the conditions set forth in Article VI (other than those conditions that by their nature are to be satisfied or waived on the Closing Date, but subject to the satisfaction or waiver of those conditions) are satisfied or waived or (ii) at such other place, time or date as may be mutually agreed upon in writing by Seller and Purchaser. The date on which the Closing occurs is referred to as the “*Closing Date*.”

(b) At the Closing:

(i) The Subject Units shall be delivered to Purchaser (or, in the event that Purchaser has directed that one or more of the Subject Units be delivered to a Designated Purchaser Affiliate, such number of Subject Units shall be delivered to such Designated Purchaser Affiliate, and any remainder of the Subject Units shall be delivered to Purchaser).

(ii) Purchaser shall deliver, or cause to be delivered, to Seller the aggregate cash consideration required to be paid pursuant to Section 2.2 (for the avoidance of doubt, after giving effect to Section 5.9) (the “*Cash Consideration*”), by wire transfer to an account or accounts designated by Seller at least two Business Days prior to the Closing Date and, in the event that Purchaser makes a Cash Reduction Election, evidence of the allotment and issue of the Flutter Shares to be delivered in accordance with Section 5.9 (the “*New Flutter Shares*”) to Seller.

2.4. Withholding. Purchaser shall be entitled to deduct and withhold from any amounts paid or payable pursuant to this Agreement such amount as it is required to deduct and withhold with respect to such payment under any provision of applicable law. To the extent that amounts are so deducted and withheld and paid over to the applicable Governmental Entity, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. Purchaser shall use commercially reasonable efforts to notify Seller promptly upon becoming aware that any such withholding or deduction is required and, at Seller's request, shall cooperate with Seller to mitigate any such withholding. Purchaser agrees that, as of the date hereof, no such deduction or withholding of U.S. federal income tax shall be required if Seller timely provides Purchaser with a duly executed U.S. Internal Revenue Service Form W-9 of Seller.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the corresponding section of the Disclosure Schedules, Seller represents and warrants to Purchaser as follows:

3.1. Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware. Seller has all requisite company power and authority to carry on its businesses as now being conducted and is qualified to do business and is in good standing as a foreign company or other legal entity in each jurisdiction where the conduct of its business requires such qualification, except, in each case, as would not reasonably be expected to, individually or in the aggregate, adversely affect the ability of Seller to comply with its obligations hereunder or to consummate the transactions contemplated hereby.

3.2. Authority; Valid and Binding Agreement.

(a) Subject to the receipt of the Seller Member Approval, Seller has all requisite company power and authority to execute and deliver this Agreement and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, and has taken all necessary company action to authorize the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and is a legally valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except that such enforcement may be subject to the effect of any applicable laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar laws relating to or affecting creditors' rights generally, and equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought (the "*Enforceability Exceptions*").

(b) The board of managers of Seller has approved the proposed sale of the Subject Units to Purchaser, on the terms, and subject to the conditions, of this Agreement and recommended that the Seller Members approve such sale. No other authorization, vote or approval of the board of managers of Seller is required in connection with the

execution, delivery or performance of this Agreement or to consummate the transactions contemplated by this Agreement, whether by reason of applicable law, the Organizational Documents of Seller, or otherwise. The consent of a Supermajority of Voting Members (as such term is defined in the Seller Operating Agreement) in favor of the proposed sale of the Subject Units to Purchaser, on the terms, and subject to the conditions, of this Agreement (the “*Seller Member Approval*”) is the only vote or approval of the holders of any class or series of limited liability company, membership or other equity or other economic interests in or of Seller which is necessary to approve the transactions contemplated by this Agreement.

3.3. Consents and Approvals; No Violations. No order, license, consent, authorization or approval of, or exemption by, or notice to or filing or registration with (including, without limitation, under any antitrust or competition law), or any other action to, with or by any Governmental Entity, is necessary, on the part of Seller or any of the Seller Members, to effect the transactions contemplated by this Agreement or to authorize the execution, delivery and performance by Seller of this Agreement. Assuming compliance with the matters referenced in Section 3.2 and the first sentence of this Section 3.3, neither the execution and delivery of this Agreement, nor the performance by Seller of its obligations hereunder, nor the consummation of the transactions contemplated hereby, will result in the creation of any Encumbrance upon any of the Subject Units, or require any consent of or other action by any Person under, result in any breach or violation of, be in conflict with or constitute a default (with or without due notice or lapse of time or both) under, cause or permit termination, cancellation, acceleration or other change of any right or obligation under, or require any payment or result in the loss of any benefit under, (a) any of the Organizational Documents of Seller; (b) any contract or agreement to which Seller or, to Seller’s knowledge, any Seller Member is bound or by which any of its properties or assets is bound (except for any contract or agreement set forth on Section 3.3(b) of the Disclosure Schedules, complete and accurate copies of which Seller has provided to Purchaser); or (c) any applicable law, rule or regulation or any applicable order of any Governmental Entity, except, in the case of clause (b) and (c), as would not reasonably be expected to, individually or in the aggregate, adversely affect Flutter or Purchaser in any material respect or the ability of Seller to comply with its obligations hereunder or to consummate the transactions contemplated hereby.

3.4. Ownership; No Transfer.

(a) Seller is the sole record owner of the Subject Units. Seller has good and valid title to the Subject Units, which represent all of Seller’s interest in the Company, free and clear of any Encumbrance, other than transfer restrictions imposed by applicable securities laws, and has not, in whole or in part, (i) Transferred any Subject Units or (ii) given any Person any transfer order, power of attorney or other authority of any nature whatsoever with respect to any Subject Units.

(b) Seller has full and unrestricted power to sell, assign, transfer and convey the Subject Units to Purchaser in accordance with the terms of this Agreement, and good and valid title to the Subject Units will be delivered to Purchaser upon sale pursuant hereto free and clear of all Encumbrances. The Subject Units represent in full the

Investor Units received by Seller under the FanDuel Group Contribution Agreement and Seller has never Transferred any of the Subject Units to any Person.

3.5. No Registration. If Purchaser makes a Cash Reduction Election and Seller acquires New Flutter Shares pursuant to Section 5.9, Seller is acquiring any such New Flutter Shares for investment and not with a present view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling such New Flutter Shares, in each case, in a manner that could cause Seller to be an “underwriter” for purposes of the Securities Act. Seller acknowledges that any New Flutter Shares acquired pursuant to Section 5.9 have not been and will not be registered under the Securities Act or any other federal, state, local or foreign securities law.

3.6. Sophistication of Seller. Seller has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the transactions contemplated hereby and it is able to bear the economic risk of such transactions.

3.7. Seller Agreements. Prior to the date hereof, Seller has provided Purchaser complete and accurate copies of the Organizational Documents of Seller (including the Seller Operating Agreement) and all contracts or agreements relating to the equity or other economic interests of Seller entered into by, on the one hand, Seller and, on the other hand, any employee, manager or unitholder of the Company or any of its subsidiaries, including executed copies of any of the foregoing constituting compensation arrangements or any other compensatory contract or agreement.

3.8. No Brokers. Neither Seller nor any of its Affiliates has any liability or obligation, contingent or otherwise, to pay any fees or commissions to any broker, finder, investment banker or agent in connection with the transactions contemplated by this Agreement, except for Moelis & Company LLC.

3.9. No Other Representations or Warranties; No Reliance. Seller acknowledges and agrees, on behalf of itself, the Seller Members and its and their respective Affiliates, that, except for the representations and warranties contained in Article IV, none of Purchaser, Flutter or any other Person on behalf of Purchaser or Flutter has made or makes, and none of Seller, any Seller Member or any of its or their respective Affiliates has relied upon, any representation or warranty, whether express or implied, with respect to Purchaser, Flutter or any of their respective subsidiaries or their respective businesses, affairs, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or with respect to the accuracy or completeness of any information provided or made available to Seller, any Seller Member or any of its or their respective Affiliates by or on behalf of Purchaser or Flutter. Seller acknowledges and agrees, on behalf of itself, the Seller Members and its and their respective Affiliates, that none of Purchaser, Flutter or any other Person on behalf of Purchaser or Flutter has made or makes, and Seller, the Seller Members and its and their respective Affiliates have not relied upon, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to Seller, any Seller Member or any of its or their respective Affiliates or any of their respective Representatives of future revenues, future results of operations (or any

component thereof), future cash flows or future financial condition (or any component thereof) of Purchaser, Flutter or any of their respective subsidiaries.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as set forth in the corresponding section of the Disclosure Schedules, Purchaser represents and warrants to Seller as follows:

4.1. Organization. Purchaser is a private limited company duly organized and validly existing under the laws of England and Wales. Flutter is a public limited company incorporated under the laws of Ireland. Each of Purchaser and Flutter has all requisite company power and authority to carry on its businesses as now being conducted and is qualified to do business and is in good standing as a foreign company or other legal entity in each jurisdiction where the conduct of its business requires such qualification, except, in each case, as would not reasonably be expected to, individually or in the aggregate, adversely affect the ability of Purchaser or Flutter to comply with its obligations hereunder or to consummate the transactions contemplated hereby.

4.2. Authority; Valid and Binding Agreement.

(a) Subject to the receipt of the Flutter Shareholder Approval, each of Purchaser and Flutter has all requisite company power and authority to execute and deliver this Agreement and perform its obligations under this Agreement and to consummate the transactions contemplated hereby and has taken all necessary company action to authorize the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Purchaser and Flutter and is a legally valid and binding obligation of Purchaser and Flutter, enforceable against such parties in accordance with its terms, except that such enforcement may be subject to the Enforceability Exceptions.

(b) The Flutter Board has approved the acquisition by Purchaser of the Subject Units from Seller and, subject to Section 5.6, the Flutter Board has resolved to recommend that the holders of the Flutter Shares approve the proposed acquisition by Purchaser of the Subject Units from Seller, on the terms, and subject to the conditions, of this Agreement and directed that such matter be submitted for consideration by Flutter shareholders at the Flutter Shareholder Meeting in accordance with the requirements of the U.K. Listing Rules (the "***Flutter Recommendation***"). The affirmative vote (in person or by proxy) of the holders of a majority of the Flutter Shares present and voting at the Flutter Shareholder Meeting in favor of the proposed acquisition by Purchaser of the Subject Units from Seller, on the terms, and subject to the conditions, of this Agreement (the "***Flutter Shareholder Approval***") is the only vote or approval of the holders of any class or series of shares of Flutter which is necessary to approve the transactions contemplated by this Agreement. The board of directors of Purchaser has approved the acquisition by Purchaser of the Subject Units from Seller. No approval is necessary, on

the part of the equityholders of Purchaser, to effect the transactions contemplated by this Agreement or to authorize the execution, delivery and performance by Purchaser of this Agreement.

4.3. Consents and Approvals; No Violations. Except for the filing with, and approval of, the FCA of a circular relating to the Flutter Shareholder Meeting (as such shareholder circular may be amended or supplemented from time to time, the “*Shareholder Circular*”), and other customary filings required under, and in compliance with other applicable requirements of, Market Abuse Law, the Irish Listing Rules, the FSMA, the U.K. Listing Rules and the Admission and Disclosure Standards of the LSE in connection with the announcement of the transactions described in this Agreement, the publication of the Shareholder Circular and the admission of any New Flutter Shares to trading on the LSE and Euronext Dublin, no order, license, consent, authorization or approval of, or exemption by, or notice to or filing or registration with (including, without limitation, under any antitrust or competition law), or any other action to, with or by any Governmental Entity, is necessary, on the part of Purchaser or Flutter or their respective shareholders, to effect the transactions contemplated by this Agreement or to authorize the execution, delivery and performance by Purchaser or Flutter of this Agreement, and, subject to compliance by the Parties with their respective obligations pursuant to Sections 2.3(b)(i) and 5.7, the allotment of any New Flutter Shares to be delivered to Seller in accordance with Section 5.9 will comply with the requirements of section 1028 of the Companies Act, to the extent applicable. Assuming compliance with the matters referenced in Section 4.2 and the first sentence of this Section 4.3, neither the execution and delivery of this Agreement, nor the performance by Purchaser or Flutter of their respective obligations hereunder, nor the consummation of the transactions contemplated hereby, will require any consent of or other action by any Person under, result in any breach or violation of, be in conflict with or constitute a default (with or without due notice or lapse of time or both) under, cause or permit termination, cancellation, acceleration or other change of any right or obligation under, or require any payment or result in the loss of any benefit under: (a) any of the Organizational Documents of Purchaser or Flutter; (b) any contract or agreement to which Purchaser or Flutter is bound or by which any of their respective properties or assets is bound (except for any contract or agreement set forth on Section 4.3(b) of the Disclosure Schedules, complete and accurate copies of which Purchaser has provided to Seller); or (c) any applicable law, rule or regulation or any applicable order of any Governmental Entity, except, in the case of clause (b) and (c), as would not reasonably be expected to, individually or in the aggregate, adversely affect Seller in any material respect or the ability of Purchaser or Flutter to comply with their respective obligations hereunder or to consummate the transactions contemplated hereby.

4.4. No Registration. Purchaser is acquiring the Subject Units for investment and not with a present view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling such Subject Units (other than to one or more of its Affiliates). Each of Purchaser and Flutter acknowledge that the Subject Units have not been registered under the Securities Act or any other federal, state, local or foreign securities law, and agrees that such Subject Units may not be Transferred without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act, and in compliance with any other federal, state, local or foreign securities law, in each case, to the extent applicable.

4.5. No Encumbrances. If and to the extent that any New Flutter Shares are issued hereunder, such shares will be issued to Seller free and clear of any Encumbrance, other than transfer restrictions imposed by applicable securities laws. Flutter qualifies as a “foreign private issuer” as that term is defined Rule 405 of the Securities Act.

4.6. Sophistication of Purchaser and Flutter. Each of Purchaser and Flutter has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the transactions contemplated hereby and it is able to bear the economic risk of such transactions.

4.7. No Brokers. Neither Purchaser, Flutter nor any of their respective Affiliates has any liability or obligation, contingent or otherwise, to pay any fees or commissions to any broker, finder, investment banker or agent in connection with the transactions contemplated by this Agreement, except for Goldman Sachs International (“**GS**”) and J&E Davy (“**Davy**”).

4.8. Purchase Price. Purchaser will have at the Closing sufficient cash in immediately available funds, denominated in United States Dollars, to pay the Cash Consideration. In the event of a Cash Reduction Election, the New Flutter Shares, at the Closing, (a) will be allotted and issued credited as fully paid as to the nominal value and the whole of any premium payable thereon in satisfaction of Purchaser’s obligation to pay the Cash Reduction Amount; (b) will rank *pari passu* and as a single class with the existing ordinary shares in the capital of Flutter, and carry the right to receive in full all dividends and other distributions declared, made or paid after the date of Closing; (c) will be admitted to the premium segment of the Official List of the FCA (being the list maintained by the FCA in accordance with section 74(1) of the FSMA) and also to the secondary listing segment of Euronext Dublin; and (d) will be admitted to trading on and will be freely tradable on both the London Stock Exchange plc’s main market for listed securities and the Euronext Dublin Market.

4.9. No Other Representations or Warranties; No Reliance. Each of Purchaser and Flutter acknowledges and agrees, on behalf of itself, and its respective Affiliates, that, except for the representations and warranties contained in Article III, neither Seller nor any other Person on behalf of Seller or any of its Affiliates has made or makes, and none of Purchaser, Flutter, or any of their respective Affiliates has relied upon, any representation or warranty, whether express or implied, with respect to Seller, the Company or any of their respective subsidiaries or their respective businesses, affairs, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or with respect to the accuracy or completeness of any information provided or made available to Purchaser, Flutter or any of their respective Affiliates by or on behalf of Seller. Each of Purchaser and Flutter acknowledges and agrees, on behalf of itself and its respective Affiliates, that neither Seller nor any other Person on behalf of Seller has made or makes, and none of Purchaser, Flutter or any of their respective Affiliates has relied upon, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to Purchaser, Flutter or any of their respective Affiliates or any of its Representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of Seller, the Company or their respective Affiliates.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1. FanDuel Agreements. Effective as of and following the Closing, (a) Seller, on behalf of itself and its Affiliates, hereby waives all of its rights under, and Flutter and Purchaser, on behalf of themselves and their respective Affiliates (including the Company), hereby release Seller from all of its obligations under, the Members Agreement, the Company LLC Agreement and the FanDuel Group Contribution Agreement and (b) Seller shall deliver to Purchaser a resignation letter, on behalf of each of the persons then serving as a designee of Seller on the board of directors of the Company, from such designee's position as a director of the Company. Notwithstanding anything to the contrary in this Agreement, (i) Seller's obligations under Section 6.05 and (ii) Article XI (and, solely to the extent applicable and relevant to (i) Seller's obligations under Section 6.05 or (ii) Article XI, Article XIII) of the Company LLC Agreement shall survive the Closing in accordance with their terms.

5.2. Restrictions on Transfers.

(a) If Purchaser makes a Cash Reduction Election and Seller acquires New Flutter Shares pursuant to Section 5.9, from and after the Closing Date until December 31, 2021, Seller shall not distribute or otherwise Transfer any such New Flutter Shares; provided, however, that, Seller may Transfer (i) up to twenty percent (20%) of such New Flutter Shares in the aggregate from and after March 31, 2021, (ii) up to fifty percent (50%) of such New Flutter Shares in the aggregate (inclusive of any New Flutter Shares Transferred pursuant to clause (i)) from and after July 1, 2021, and (iii) all New Flutter Shares from and after December 31, 2021.

(b) The restrictions set out in Section 5.2(a) shall not prohibit the Seller from:

(i) accepting a general offer by a Person other than Seller, any Seller Member or any of their respective subsidiaries made to all holders of issued and allotted Flutter Shares for the time being (other than Flutter Shares held or contracted to be acquired by the offeror or any Person acting in concert with the offeror) made in accordance with the Takeover Rules and Substantial Acquisition Rules issued pursuant to the Irish Takeover Panel Act, 1997 on terms which treat all such holders alike;

(ii) executing and delivering an irrevocable commitment or undertaking to accept a general offer (without any further agreement to transfer or dispose of any Flutter Shares or any interest therein) as is referred to in Section 5.2(b)(i) above;

(iii) selling the New Flutter Shares pursuant to any offer by Flutter to purchase its own Flutter Shares which is made on identical terms to all holders of Flutter Shares;

(iv) disposing of any rights granted in respect of a rights issue or other pre-emptive share offering by Flutter, it being understood, for the avoidance

of doubt, that Seller may not dispose of or otherwise Transfer any underlying New Flutter Shares in respect of which such rights were granted;

(v) transferring or disposing of New Flutter Shares pursuant to a compromise or arrangement between Flutter and its creditors or any class of them or between the Flutter and its members or any class of them which is agreed to by the creditors or members and (where required) and which has become effective in accordance with its terms;

(vi) disposing of New Flutter Shares in accordance with any order made by a court of competent jurisdiction;

(vii) with the prior written consent of Flutter; or

(viii) to a nominee or custodian of a Person to whom a disposition or transfer would be permissible under clauses (i) through (vii) above.

(c) In the event that (i) Purchaser makes a Cash Reduction Election and Seller acquires New Flutter Shares pursuant to Section 5.9 and (ii) Seller proposes to Transfer any New Flutter Shares during the period from March 31, 2021 to June 30, 2021, Seller shall notify GS and Davy of such proposed Transfer no later than three (3) Business Days prior to the date of such proposed Transfer, and shall, if GS or Davy offer pricing and execution terms to Seller that are comparable or better than the terms that Seller has received from other brokers, effectuate all such proposed Transfers through GS or Davy (or both of them) (it being understood, for clarity, that if neither GS nor Davy offer pricing and execution terms to Seller that are comparable or better than terms that Seller has received from other brokers, then Seller shall be free to use any such other brokers), and shall not distribute or transfer any New Flutter Shares to any Seller Member or any Affiliate thereof during such period unless such Seller Member (and Affiliate, if applicable) enters into a joinder agreement (in a form reasonably acceptable to Seller and Purchaser) with Purchaser to comply with this Section 5.2(c).

(d) Any Transfer or attempted Transfer of any New Flutter Shares in violation of this Section 5.2 shall be void *ab initio* and of no force or effect.

5.3. HSR Compliance. Effective as of and following the Closing, each of Purchaser and Flutter agrees, and if necessary, agrees to cause its Affiliates, following the receipt of a written notice to Flutter by any Seller Member pursuant to 16 C.F.R. § 803.5(a)(1) (a “**Notifying Seller Member**”), to (i) use commercially reasonable efforts to provide to such Notifying Seller Member any information that may be reasonably necessary to allow such Notifying Seller Member to make an accurate and complete filing of a Notification and Report Form pursuant to the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “**HSR Act**”), with respect to any distribution or transfer of New Flutter Shares by Seller to such Notifying Seller Member (an “**HSR Filing**”), (ii) make an appropriate filing of a Notification and Report Form pursuant to the HSR Act, if applicable and (iii) elect to request early termination of such HSR Filing if requested by the applicable Notifying Seller Member. Seller shall provide written notice to each Seller Member

whose ownership is large enough to potentially require an HSR Filing at least fifteen (15) days prior to any distribution or transfer of New Flutter Shares to such Seller Member and shall not effect such distribution or transfer to any Notifying Seller Member prior to the expiration or termination of the applicable waiting period under the HSR Act.

5.4. Release.

(a) Effective as of the Closing, Seller, on behalf of itself and the other Seller Indemnified Parties, on the one hand, hereby releases Purchaser and the other Purchaser Indemnified Parties (including the Company); and Purchaser and Flutter, on behalf of themselves and the other Purchaser Indemnified Parties (including the Company), on the other hand, hereby releases Seller and the other Seller Indemnified Parties, from and against any and all claims, liabilities, obligations, costs, losses, debts or expenses of any kind or nature whatsoever, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, suspected or unsuspected, relating to, or arising out of, the Members Agreement, the Company LLC Agreement, the FanDuel Group Contribution Agreement or the Fastball Term Sheet (other than with respect to any breaches of Section 6.05 of the Company LLC Agreement that occur after the date hereof and other than with respect to Article XI of the Company LLC Agreement, which shall continue for the benefit of the Indemnified Parties (as such term is used thereunder)); provided, however, that this Section 5.4 shall not be deemed a release of any rights under this Agreement.

(b) Each of Seller, Purchaser and Flutter acknowledge that it is familiar with Section 1542 of the Civil Code of the State of California ("**Section 1542**"), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Each of Seller, Purchaser and Flutter hereby waive and relinquish any rights and benefits that they may have under Section 1542 or any similar statute or common law principle of any jurisdiction. Each of Seller, Purchaser and Flutter hereby acknowledge that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true with respect to the subject matter of this release, but it is the intention of Seller and Purchaser to fully and finally and forever settle and release any and all claims that do now exist, may exist or heretofore have existed with respect to the subject matter of the release in this Section 5.4. In furtherance of this intention, the releases contained in this Section 5.4 shall be and remain in effect as full and complete general releases notwithstanding the discovery or existence of any such additional or different facts.

5.5. Public Announcements. Each Party shall not, and shall cause its Affiliates and its and their respective Representatives not to, and Seller shall cause the Seller Members that have

duly executed irrevocable written consents effecting the approval of this Agreement and their Affiliates and the respective Representatives of the foregoing not to, issue or cause the publication of any press release or similar public announcement in respect of this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except (a) the Shareholder Circular or any other announcements or disclosures pursuant to Section 5.6, (b) disclosures by Flutter or Purchaser in connection with any offerings or financing transactions conducted by Flutter in connection with the transactions contemplated by this Agreement, (c) as may be required by applicable law, rule or regulation or stock exchange rules, applicable order of any Governmental Entity or legal process or as Flutter deems necessary or advisable to comply with its public disclosure and filing requirements, (d) to the extent the contents of such release or announcement are consistent in all material respects with materials or disclosures that have previously been released publicly without violation of this Section 5.5 or (e) with respect to any Person that is in the business of disseminating news and information, for any disclosures made in the ordinary course of such business; provided that the information so disclosed was not obtained from such Person's or any of its Affiliates' Representatives who are involved in the transactions contemplated by this Agreement; provided, however, that clause (a) and (b) shall not apply to the extent any disclosures contained therein that refer to this Agreement or the transactions contemplated hereby or any of Seller, the Seller Members or any of their respective Affiliates or Representatives are inconsistent in any material respect with the most recent draft disclosures provided to Seller prior to the execution of this Agreement.

5.6. Shareholder Circular; Flutter Shareholder Meeting; Change of Recommendation; Admission of New Flutter Shares.

(a) Shareholder Circular. The Shareholder Circular shall include the Flutter Recommendation, except in the event the Flutter Board shall have effected a Change of Recommendation in accordance with Section 5.6(c). Seller shall reasonably cooperate with Flutter in the preparation of the Shareholder Circular, including, without limitation, using its commercially reasonable efforts to, reasonably promptly provide or direct to be provided all information with respect to itself, the Seller Members, their respective Affiliates and the respective Representatives of the foregoing as may be reasonably requested by Flutter for inclusion in the Shareholder Circular in order to comply with the requirements of the U.K. Listing Rules. Prior to the mailing the Shareholder Circular, Flutter shall provide Seller with an opportunity to review and comment thereon and shall consider in good faith any comments timely received from Seller; provided, that, Seller shall keep the contents of such Shareholder Circular confidential until it is so mailed. Flutter shall cause the final Shareholder Circular to be mailed to the shareholders of Flutter as promptly as reasonably practicable (but in any event no later than two Business Days) after the Shareholder Circular has been approved by the FCA.

(b) Flutter Shareholder Meeting. Flutter shall take, in accordance with applicable law and its Organizational Documents, all actions necessary to duly call, establish a record date for, give notice of and hold an extraordinary general meeting of shareholders of Flutter for the purpose of obtaining the Flutter Shareholder Approval (the "**Flutter Shareholder Meeting**") as promptly as reasonably practicable (but in any event no later than 30 days) following the mailing of the Shareholder Circular; provided, that

Flutter may postpone or adjourn the Flutter Shareholder Meeting to a later date (i) with the consent of Seller (which consent shall not be unreasonably withheld, conditioned or delayed), (ii) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Flutter Board has determined in good faith is required to be filed and disseminated under applicable law, (iii) if Flutter has not received proxies representing a sufficient number of Flutter Shares to obtain the Flutter Shareholder Approval, or (iv) if required by applicable law or if, in the good faith judgment of the Flutter Board (after consultation with legal counsel), either (x) the failure to do so would be inconsistent with its fiduciary duties under applicable law or (y) such postponement or adjournment is necessary or appropriate in order to comply with applicable health guidelines (whether binding or advisory) applicable to the holding of the Flutter Shareholder Meeting in Ireland and such guidelines would prevent Flutter from holding a quorate shareholder meeting.

(c) Change of Recommendation.

(i) Except as set forth in Section 5.6(c)(ii) or in Section 5.6(c)(iii), the Flutter Board shall not (i) publicly withdraw, amend or modify, in each case in a manner adverse to Seller, the Flutter Recommendation, or (ii) fail to include the Flutter Recommendation in the Shareholder Circular (any of the foregoing, a “*Change of Recommendation*”).

(ii) Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, if the Flutter Board determines in good faith (after consultation with legal counsel) that the failure to effect a Change of Recommendation would be reasonably likely to be inconsistent with its fiduciary duties under applicable law, then the Flutter Board may effect a Change of Recommendation.

(iii) Nothing contained in this Section 5.6 or elsewhere in this Agreement shall be deemed to prohibit Flutter or the Flutter Board or any committee thereof from (A) making any disclosure to the Flutter’s shareholders if, in the good faith judgment of the Flutter Board (after consultation with legal counsel), failure to make such disclosure would be reasonably likely to be inconsistent with its fiduciary duties under applicable law or (B) otherwise complying with its disclosure obligations under applicable law, rule or regulation or stock exchange rules.

(iv) If the Flutter Board intends to withdraw, amend or modify, in a manner adverse to the Seller, the Flutter Recommendation (or it is proposed that any such decision be proposed to the Flutter Board), Flutter and the Purchaser shall, to the extent permitted by applicable law and regulation and consistent with the fiduciary duties of the Flutter Board, consult with the Seller as to the reasons therefor prior to concluding or announcing any such decision.

(d) Voting at the Flutter Shareholder Meeting. Seller undertakes in favor of Flutter that it shall not, and shall take all reasonable steps to ensure that each of its

Associates shall not, vote any Flutter Shares in respect of which it is (or, in the case of any Associates of Seller, they are), or become on or before the record date of the Flutter Shareholder Meeting, directly or indirectly interested and/or entitled to exercise voting rights on the resolution to be proposed at the Flutter Shareholder Meeting in order to obtain the Flutter Shareholder Approval.

(e) Admission of New Flutter Shares. If Purchaser makes a Cash Reduction Election, Purchaser shall procure that Flutter shall:

(i) apply for and take all necessary steps to obtain admittance of the New Flutter Shares to:

(A) the premium listing segment of the Official List of the FCA in accordance with the U.K. Listing Rules and to a secondary listing on the Official List of Euronext Dublin in accordance with the Irish Listing Rules; and

(B) trading on LSE's main market for listed securities in accordance with LSE's Admission and Disclosure Standards and the Euronext Dublin Market in accordance with the Irish Listing Rules; and

(ii) take all necessary steps to satisfy any customary listing conditions of the FCA, LSE and Euronext Dublin (as applicable) in respect of the New Flutter Shares.

5.7. Amendment to the Company LLC Agreement. If Purchaser makes a Cash Reduction Election and Seller is to acquire New Flutter Shares pursuant to Section 5.9, and if the Company or Purchaser requests the approval of Seller of an amendment to the Company LLC Agreement substantially in the form set forth in Section 5.7(a) of the Disclosure Schedules (the "**LLC Agreement Amendment**") and subject to Section 5.7(b) of the Disclosure Schedules, then Seller shall approve and adopt the LLC Agreement Amendment reasonably promptly following such request, solely in its capacity as member of the Company and a party to the Company LLC Agreement (including, for the avoidance of doubt, for purposes of Section 13.05 of the Company LLC Agreement), with the LLC Agreement Amendment to become effective as of immediately prior to the allotment and issue of any New Flutter Shares pursuant to Section 5.9.

5.8. Indemnification.

(a) Indemnification by Seller. From and after the Closing, Seller shall indemnify and hold harmless Flutter, Purchaser, their respective Affiliates and the Representatives of the foregoing, and the permitted successors and assigns of each of the foregoing (the "**Purchaser Indemnified Parties**"), from and against any and all losses and damages, incurred, sustained or suffered by any of the Purchaser Indemnified Parties as a result of or arising out of (i) any breach of or inaccuracy in a representation or warranty of Seller set forth in this Agreement, (ii) any failure to perform or comply with any covenant or agreement of Seller set forth in this Agreement; or (iii) the matters set forth on Section 5.8(a) of the Disclosure Schedules. From and after the Closing, the indemnification rights set forth in this Section 5.8(a) (together with the rights under

Section 5.1(a), Section 5.4 and Section 5.10, including the third party beneficiary rights in respect thereof) shall be the sole and exclusive remedy of Flutter, Purchaser and their respective Affiliates and Representatives for any claims arising under this Agreement; provided, however, that this Section 5.8(a) shall not be deemed a waiver of any right to specific performance or injunctive relief (including, for the avoidance of doubt, the right to receive the Subject Units at the Closing in accordance with Article II and the rights contemplated by Section 8.2). The maximum amount that the Purchaser Indemnified Parties, as a group, may recover pursuant to this Section 5.8(a) shall be limited, at any given time, to any Cash Consideration and, in the event of a Cash Reduction Election, any New Flutter Shares, that are held by Seller at the time any Indemnification Claim Notice is properly made pursuant to the terms of this Section 5.8 (the “*Cap*”).

(b) Indemnification by Flutter. From and after the Closing, Flutter shall indemnify and hold harmless Seller, its Affiliates, the Seller Members and the Affiliates and the Representatives of the foregoing, and the permitted successors and assigns of each of the foregoing (the “*Seller Indemnified Parties*”), from and against any and all losses and damages, incurred, sustained or suffered by any of the Seller Indemnified Parties as a result of or arising out of (i) any breach of or inaccuracy in a representation or warranty of Purchaser set forth in this Agreement, (ii) any failure by Purchaser or Flutter to perform or comply with any covenant or agreement of Purchaser or Flutter set forth in this Agreement; (iii) the matters set forth on Section 5.8(b) of the Disclosure Schedules; or (iv) any misstatements or omissions contained in the Shareholder Circular (other than with respect to misstatements or omissions made in reliance upon and in strict conformity with written information provided by or on behalf of Seller, any Seller Member, their respective Affiliates or the respective Representatives of the foregoing expressly for inclusion therein). From and after the Closing, the indemnification rights set forth in this Section 5.8(b) (together with the rights under Section 5.1(a), Section 5.4 and Section 5.10, including the third party beneficiary rights in respect thereof) shall be the sole and exclusive remedy of Seller, the Seller Members and its and their Affiliates and Representatives for any claims arising under this Agreement; provided, however, that this Section 5.8(b) shall not be deemed a waiver of any right to specific performance or injunctive relief (including for the avoidance of doubt, the right to receive the consideration for the Subject Units at the Closing in accordance with Article II and the rights contemplated by Section 8.2). The maximum amount that the Seller Indemnified Parties, as a group, may recover pursuant to this Section 5.8(b) (other than pursuant to clause (iii) of the first sentence) shall be limited, at any given time, to the Cap at the time any Indemnification Claim Notice is properly made pursuant to the terms of this Section 5.8.

(c) Indemnification Procedures. If any of the Purchaser Indemnified Parties or the Seller Indemnified Parties (as the case may be, an “*Indemnified Party*”) wishes to make an indemnification claim under this Section 5.8, such Indemnified Party shall deliver a written notice (an “*Indemnification Claim Notice*”) to the party against whom indemnification is sought (the “*Indemnifying Party*”), (i) stating that an Indemnified Party has incurred, sustained or suffered damages or losses indemnifiable hereunder and (ii) to the extent known, specifying in reasonable detail the nature of such damages or losses. In the event that the Indemnifying Party delivers a notice (an “*Indemnification*

Claim Objection Notice”) with a reasonably detailed description of the facts and circumstances supporting an objection to an Indemnification Claim Notice within ten (10) Business Days after receipt of an Indemnification Claim Notice, then the Indemnified Party and Indemnifying Party shall attempt to agree upon their respective rights with respect to such claims, with any such agreement to be set forth in a memorandum signed by both parties to evidence such agreement. If no such agreement can be reached prior to ten (10) Business Days after delivery of an Indemnification Claim Objection Notice or if an Indemnification Claim Objection Notice is not timely delivered, either the Indemnified Party or the Indemnifying Party may bring a judicial action or proceeding to resolve such matter in accordance with Section 8.9.

(d) Control of Claims. Seller shall have the sole right to control any third party action or proceeding regarding the subject matter referred to in Section 5.8(a)(iii), and Flutter shall have the sole right to control any third party action or proceeding regarding the subject matter referred to in Section 5.8(b)(iii).

5.9. Settlement of Purchase Price. In the event that Purchaser’s liability pursuant to Section 2.2 is transferred in whole or in part to Flutter, Purchaser may elect, in its sole discretion, by notice in writing to Seller (in the form set forth on Section 5.9 of the Disclosure Schedules) on or prior to the Closing Date, to procure the delivery of \$2,087,500,000 of the liability so transferred (such portion, the “*Cash Reduction Amount*”, and such election, a “*Cash Reduction Election*”) by procuring the delivery to Seller, in satisfaction of the Cash Reduction Amount, of 11,747,205 Flutter Shares.

5.10. Termination of the Fastball Term Sheet. Effective as of and following the Closing, Flutter and Seller hereby agree that the Fastball Term Sheet shall terminate and be of no further force or effect, and neither Flutter nor Seller shall have any rights, obligations or liabilities thereunder.

5.11. Certain Additional Matters. Following the date hereof, at Seller's written request, Purchaser shall use commercially reasonable efforts to determine either (a) whether (i) 50% or more of the value of the gross assets of the Company consists of “U.S. real property interests” (within the meaning of Section 897(c) of the U.S. Internal Revenue Code), and (ii) 90% or more of the value of the gross assets of the Company consists of U.S. real property interests plus any cash or cash equivalents (within the meaning of U.S. Treasury Regulations Section 1.1445-11T(d)(1)), or (b) whether stock of FanDuel Group, Inc. is a U.S. real property interest. In the event Purchaser determines that the requirements of subclauses (i) and (ii) of clause (a) are not met, it shall use commercially reasonable efforts to cause the Company to deliver to Seller, no earlier than 30 days prior to the Closing, a certificate described in U.S. Treasury Regulations Section 1.1445-11T(d)(2). In the event Purchaser determines that the requirement of clause (b) is not met, it shall use commercially reasonable efforts to cause FanDuel Group, Inc. to deliver to Seller a statement, dated no more than 30 days prior to the Closing, certifying that stock of FanDuel Group, Inc. is not a U.S. real property interest (and setting forth any additional information reasonably requested by Seller). Purchaser shall not be required to incur any material unreimbursed out-of-pocket expenses in connection with any determinations required to be made pursuant to this section. If Seller requests both determinations in clauses (a) and (b) in writing, Purchaser shall use commercially reasonable efforts to comply with such requests, provided

however Seller shall reimburse Purchaser for any incremental out-of-pocket expenses incurred by Purchaser.

ARTICLE VI

CLOSING CONDITIONS

6.1. Conditions to the Obligations of the Parties. The respective obligations of each Party to effect the Unit Purchase shall be subject to the satisfaction at or prior to the Closing of the following conditions (any of which may be waived, in whole or in part, by the mutual written agreement of Seller and Purchaser to the extent permitted by applicable law):

(a) No Legal Restraints. No Governmental Entity of competent authority and jurisdiction shall have issued a judgment, injunction, order or decree or enacted a law that remains in effect and makes illegal or prohibits the consummation of the Unit Purchase (collectively, the "**Legal Restraint**").

(b) Flutter Shareholder Approval. The Flutter Shareholder Approval shall have been obtained.

(c) Seller Member Approval. The Seller Member Approval shall have been obtained.

(d) Admission of New Flutter Shares. If Purchaser makes a Cash Reduction Election, the FCA and Euronext Dublin shall have acknowledged (and such acknowledgement shall not have been withdrawn) that the application for the admission of the New Flutter Shares to (i) the premium listing segment of the Official List of the FCA, and (ii) to a secondary listing on the Official List of Euronext Dublin (respectively) has been approved and will become effective, and the LSE and Euronext Dublin shall have acknowledged (and such acknowledgement shall not have been withdrawn) that the New Flutter Shares will be admitted to trading on (A) the LSE's main market for listed securities, and (B) the Euronext Dublin Market (respectively) with effect from the Closing Date, subject only to the issue of such New Flutter Shares upon Closing (together, the "**Admission Approvals**").

6.2. Conditions to Purchaser's Obligations. The obligations of Purchaser to effect the Unit Purchase shall be subject to the satisfaction at or prior to the Closing of all of the following conditions (any of which may be waived, in whole or in part, by Purchaser):

(a) Representations and Warranties. The representations and warranties of Seller contained in Article III shall be true and correct in all material respects as of the date hereof and as of the Closing Date, with the same force and effect as if made as of the Closing Date (or, in the case of representations and warranties of Seller which address matters only as of a particular date, as of such date).

(b) Covenants and Agreements. The covenants and agreements of Seller to be performed on or before the Closing Date in accordance with this Agreement shall have been performed in all material respects.

(c) Officer's Certificate. Purchaser shall have received a certificate, dated as of the Closing Date and signed on behalf of Seller by an authorized representative of Seller, stating that the conditions specified in Section 6.2(a) and Section 6.2(b) have been satisfied.

(d) LLC Agreement Amendment. If the Purchaser shall have made a Cash Reduction Election and if the Company or Purchaser shall have requested the approval of Seller of the LLC Agreement Amendment, then Seller shall have approved and adopted the LLC Agreement Amendment, solely in its capacity as a member of the Company and a party to the Company LLC Agreement.

6.3. Conditions to Seller's Obligations. The obligations of Seller to effect the Unit Purchase shall be subject to the satisfaction at or prior to the Closing of all of the following conditions (any of which may be waived, in whole or in part, by Seller):

(a) Representations and Warranties. The representations and warranties of Purchaser contained in Article IV shall be true and correct in all material respects as of the date hereof and as of the Closing Date, with the same force and effect as if made as of the Closing Date (or, in the case of representations and warranties of Purchaser which address matters only as of a particular date, as of such date).

(b) Covenants and Agreements. The covenants and agreements of Purchaser and Flutter to be performed on or before the Closing Date in accordance with this Agreement shall have been performed in all material respects.

(c) Officer's Certificate. Seller shall have received a certificate, dated as of the Closing Date and signed on behalf of Purchaser by an executive officer of Purchaser, stating that the conditions specified in Section 6.3(a) and Section 6.3(b) have been satisfied.

ARTICLE VII

TERMINATION

7.1. Termination. This Agreement may be terminated at any time prior to Closing:

(a) by mutual agreement in writing by the Parties;

(b) by either Purchaser or Seller if:

(i) the Closing Date shall not have occurred prior to 11:59 PM New York City time on the date that is ninety (90) days after the date hereof; provided, however, that the right to terminate this Agreement under this Section 7.1(b)(i) shall not be available to any Party whose action or failure to act (or whose Affiliate's action or failure to act) has been a principal cause of or resulted in the failure of the Closing to occur on or before such date and such action or failure to act constitutes a material breach of this Agreement;

(ii) the Flutter Shareholder Meeting (including any adjournment or postponement thereof) shall have been held and completed and the Flutter Shareholder Approval shall not have been obtained thereat; or

(iii) any Legal Restraint permanently preventing or prohibiting consummation of the Unit Purchase shall be in effect and shall have become final and nonappealable; or

(iv) Seller (in the case of a termination by Purchaser) or Purchaser (in the case of a termination by Seller) shall have breached or failed to perform in any material respect any of its respective representations, warranties, covenants or other agreements contained in this Agreement, and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.2(a), Section 6.2(b), Section 6.3(a) or Section 6.3(b), as applicable, and (B) is incapable of being cured or has not been cured prior to the date that is thirty (30) days from the date that the breaching or non-performing Party is notified in writing by the other Party of such breach or failure to perform; provided, that the right to terminate this Agreement under this Section 7.1(b)(iii) shall not be available to any Party if such Party (or its Affiliate) shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement in a manner that would permit the other Party to terminate this Agreement pursuant to this Section 7.1(b)(iii); or

(v) within twenty-four (24) hours of the execution of this Agreement, the Seller Member Approval shall not have been obtained and copies of duly executed irrevocable written consents effecting such approval shall not have been delivered to Purchaser.

7.2. Notice of Termination. In the event of termination of this Agreement by either or both of the Parties pursuant to Section 7.1, written notice of such termination shall be given by the terminating Party to the other.

7.3. Effect of Termination. In the event of termination of this Agreement pursuant to Section 7.1, this Agreement shall terminate and become void and have no effect, and there shall be no liability on the part of any Party to this Agreement; provided, that no such termination of this Agreement shall relieve or otherwise affect the liability of any Party for any willful breach of this Agreement by such Party prior to such termination. Notwithstanding anything to the contrary contained herein, Sections 7.3, 8.4, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, 8.14, 8.15 and 8.16 shall survive any termination of this Agreement.

ARTICLE VIII

GENERAL

8.1. Survival. All representations and warranties of the Parties hereunder shall survive the Closing and shall continue in full force and effect after the Closing pursuant to their terms until December 31, 2021; provided that, if a claim is made pursuant to Section 5.8 in respect of a

breach prior to such date, then such claim will be preserved until the date on which such claim is finally resolved. The right of each Party to any recourse or remedy based on a breach by the other Party of any representation or warranty set forth in this Agreement shall not be affected by any knowledge acquired or capable of having been acquired by such Party at any time whether prior to or after the execution and delivery of this Agreement or the Closing.

8.2. Transfer Taxes. Purchaser, on the one hand, and Seller, on the other, shall each be responsible for fifty percent (50%) of any applicable transfer, stamp, documentary, registration or other similar taxes imposed in connection with the sale or transfer of the Subject Units pursuant to this Agreement (all such taxes, "***Transfer Taxes***"); provided, however, that the responsibility of Seller for any Transfer Taxes shall not exceed \$10,000,000 in the aggregate (the "***Transfer Taxes Cap***"); and provided further that, to the extent Seller's responsibility for Transfer Taxes pursuant to this Section 8.2 would exceed the Transfer Taxes Cap but for the immediately preceding proviso, then Purchaser shall be solely responsible for one hundred percent (100%) of any such Transfer Taxes in excess of the Transfer Tax Cap.

8.3. Efforts; Further Documents. Each Party agrees upon request of the other Party to execute any further documents or instruments reasonably necessary to carry out the purposes or intent of this Agreement, including any documents or instruments (in each case, in a form reasonably acceptable to Seller) that Purchaser may reasonably request (and Seller reasonably agrees) to evidence or effect the delivery of any or all of the Subject Units to Purchaser and/or any Designated Purchaser Affiliate in accordance with this Agreement. Each of the Parties shall use reasonable best efforts to satisfy, as promptly as practicable, each of the conditions to a Closing set forth in Article VI hereof.

8.4. Waivers. A Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, nor prevent that Party from thereafter enforcing any other provision of this Agreement. The rights granted the Parties hereunder are cumulative and shall not constitute a waiver of any Party's right to assert any other legal remedy available to it. The waiver of a breach of any term or provision of this Agreement, which must be in writing, shall not operate as or be construed to be a waiver of any other previous or subsequent breach of this Agreement.

8.5. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided, however, that the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable, subject to the foregoing proviso.

8.6. Assignment. Except as otherwise expressly permitted under this Agreement, no Party shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the other Parties, except that Purchaser may transfer or assign, in whole or from time to time in part its rights under this Agreement to any Affiliate of Purchaser, but any such transfer or assignment will not relieve Purchaser of any of its obligations hereunder.

8.7. Amendments and Modifications. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the Parties.

8.8. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, mailed by registered or certified mail (return receipt requested) or e-mailed to the Parties hereto at the following addresses (or at such other address for a Party as shall be specified by like notice, except that such notices of change of address shall only be effective upon receipt); provided, however, that notices sent by mail, messenger or courier will not be deemed given until received.

If to Seller, each of:

Fan Investors L.P.
c/o Kohlberg Kravis Roberts & Co. L.P.
9W 57th Street
Suite 4200
New York, NY 10019
Attention: Edward Oberwager
Email: ted.oberwager@kkr.com
general.counsel@kkr.com

Shamrock Capital Growth Fund III, L.P.
c/o Shamrock Capital Advisors
1100 Glendon Ave Suite 1600
Los Angeles, CA 90024
Attention: Mike LaSalle
Email: MLaSalle@shamrockcap.com

Comcast Ventures, LP
1701 John F. Kennedy Blvd.
Philadelphia, PA 19103
Attention: General Counsel
Email: cv_legal@comcast.com

with a copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati
1 Market Plaza, Spear Tower
San Francisco, CA 94105
Attention: Todd Cleary
Ethan Lutske
Email: TCleary@wsgr.com
ELutske@wsgr.com

If to Purchaser or Flutter:

Flutter Entertainment plc
Belfield Office Park, Beech Hill Road
Clonskeagh, Dublin 4, D04 V97Z, Ireland
Attention: Pádraig Ó Ríordáin
Email: Padraig.ORiordain@Flutter.com

with copies to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Andrew R. Brownstein
Igor Kirman
Victor Goldfeld
Email: ARBrownstein@WLRK.com
IKirman@wlrk.com
VGoldfeld@wlrk.com

The Parties agree to notify the other Parties of any change in its address set forth herein.

8.9. Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement (whether in contract or tort) shall be governed by the internal law, not the law of conflicts, of the State of Delaware. Any judicial action or proceeding arising hereunder or relating hereto shall be brought in the state and federal courts located in the State of Delaware and the Parties hereby consent to the exclusive, personal jurisdiction of, the state and federal courts located in the State of Delaware. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT OR TORT) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

8.10. Attorneys' Fees. If either Party brings any action to enforce his or its rights hereunder, the prevailing Party in any such action shall be entitled to recover his or its reasonable attorneys' fees and other reasonable costs incurred in connection with such action.

8.11. Entire Agreement. This Agreement (and the schedules and exhibits hereto) constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof.

8.12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and electronic signatures shall be valid and binding as original manual signatures.

8.13. Specific Performance. The Parties agree that irreparable damage (for which monetary damages, even if available, would not be an adequate remedy) would occur in the

event that the Parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that the Parties shall be entitled to an injunction or injunctions, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. The Parties acknowledge and agree that any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.13 shall not be required to provide any bond or other security in connection with any such order or injunction.

8.14. Expenses. Except as expressly provided herein, each of the Parties shall pay all costs and expenses incurred by it or on its behalf in connection with the negotiation, preparation, execution, delivery, performance of this Agreement and the consummation of the transactions contemplated hereby, including legal, accounting and other advisory fees and expenses, whether or not the transaction is consummated.


8.15. Third-Party Beneficiaries. Except as provided in the proviso to this sentence, this Agreement is not intended to confer in or on behalf of any Person not a party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof; provided, however, that notwithstanding anything herein to the contrary, (a) Section 5.1(a) is intended to benefit the respective Affiliates of Seller, Flutter and Purchaser, each of whom is an express third party beneficiary thereof, (b) Section 5.3 is intended to benefit the Seller Members, each of whom is an express third party beneficiary thereof and (c) each of Section 5.4 and Section 5.8 is intended to benefit the Purchaser Indemnified Parties and the Seller Indemnified Parties, each of whom is an express third party beneficiary thereof.

8.16. Effect of Headings. The captions and section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless the context of this Agreement otherwise requires, (a) words of any gender shall be deemed to include each other gender; (b) words using the singular or plural number shall also include the plural or singular number, respectively; (c) references to “hereof,” “herein,” “hereby”, “hereto” and similar terms shall refer to this entire Agreement unless the context otherwise requires; (d) references to “\$” shall mean U.S. dollars; (e) the word “including” and words of similar import shall mean “including, without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic form; and (h) references to any contract or agreement are to such contract or agreement, as amended, modified or supplemented from time to time.

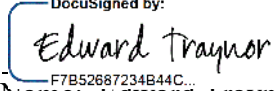
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date first written above.

FASTBALL HOLDINGS LLC

By: 
Name: Andrew Cleland
Title: Managing Director, Comcast Ventures

TSE HOLDINGS LTD.

By:  _____
Name: Edward Traynor
Title: Director

FLUTTER ENTERTAINMENT PLC

(solely for purposes of Section 5.1, Section 5.3,
Section 5.4, Section 5.6, Section 5.8, Section 5.9,
Section 5.10 and Article VIII)

By: _____

Name: Gary McGann

Title: Chairperson