## Appendix C

### FanDuel – Paddy Power Betfair Business Combination
### Summary of Background and Material Terms

*The summary set forth below is intended to be a high level overview of the background and material terms of the Business Combination, as such term is defined in that certain offer made by PandaCo, Inc. (the "**Company**") to which this summary is attached (the "**Offer**"). The summary is provided for the benefit of shareholders to provide some high level information and context about the transaction, but does not purport to contain a description of all material terms applicable to the Business Combination, and each term described herein is qualified in its entirety by reference to any applicable definitive agreements with respect thereto.*

***Background of the Business Combination and its Execution***

- In December 2017, at the unanimous direction of its board of directors, FanDuel engaged Moelis & Company, LLC ("***Moelis***") to explore both debt and equity financing alternatives or a potential change of control transaction. As a result of this process, FanDuel and Paddy Power Betfair ("PPB") agreed to enter into the Business Combination, which transaction presented FanDuel with a valuation larger than any other offer made by any third party during the Moelis process.

- In connection with the consummation of the Business Combination, PandaCo, Inc., a wholly owned subsidiary of PPB (the "***Company***"), has made the Offer to acquire the entire share capital of FanDuel.

- By special resolution passed unanimously on 23 February 2017, the current articles of association (the "***Articles***") of FanDuel Limited ("***FanDuel***") were adopted. The Articles contain a provision (the "***Drag Along Right***") which entitles the KKR Investor and the Shamrock Investor (each as defined in the Articles, and collectively the "***Dragging Shareholders***") to require all FanDuel Stockholders to accept an offer on bona fide arm's length terms for the entire share capital of FanDuel, provided that the proceeds of that offer are allocated among the FanDuel Stockholders in accordance with their respective entitlements under the liquidation priority set forth in the Articles. Previous versions of the Articles of FanDuel dating back to 2008 contained drag along provisions, with Shamrock and KKR being granted drag along rights at the time of their respective investments in 2014 and 2015.

- FanDuel's Board of Directors, including representatives of the Dragging Shareholders, considered the various methods by which the Business Combination might be completed, and determined that the exercise of the Drag Along Right was the most efficient and administratively simple way to close the transaction and preserve both the transaction value and certainty of closing for all FanDuel Stockholders. Therefore, the Dragging Shareholders have decided to accept the Company's Offer made in connection with the Business Combination, and to invoke the Drag Along Right with respect to such Offer.

- As a result of the exercise of the Drag Along Right, each FanDuel Stockholder is required to accept the Offer and transfer its shares in FanDuel to the Company. No separate vote of the FanDuel Stockholders is required to consummate the Offer. In the event a FanDuel Stockholder does not accept the Offer as required by the Drag Along Right, then pursuant to article 78.8 of the Articles, the Dragging Shareholders will appoint an agent to execute and deliver all documentation in connection with the acceptance of such Offer on such FanDuel Stockholder's behalf.

- The consideration to be received by the FanDuel Stockholders pursuant to the Offer will be allocated in accordance with the liquidation priority order set forth in the Articles, which provide that consideration in a change of control transaction is first allocated to FanDuel's outstanding A Preference Shares until such shares have received an aggregate distribution sufficient to payoff the preferential amounts payable with respect thereof, and only after such amounts are fully satisfied is any remaining consideration allocated to the outstanding ordinary shares.

- The aggregate preference amount payable with respect to the A Preference Shares is $543,255,315.40 *plus* £11,658,295.57 pounds (or, based on daily spot exchange rate published by the Bank of England as of June 15, 2018, approximately $558,744,526.89 in the aggregate). FanDuel's current capitalization, including this aggregate preference amount, is the result of a restructuring which occurred in 2017 following the unsuccessful attempt to merge FanDuel with Draft Kings. That 2017 restructuring reduced the total amount of preference that would need to be paid off in a change of control transaction prior to any consideration going to the holders of ordinary shares from the previous amount that had been in place since FanDuel's 2015 Series E financing.

- The aggregate value of the consideration to be paid by the Company in the Offer is approximately $465 million. As this consideration is not sufficient to satisfy the aggregate preference payable on the A Preference Shares, no part of the consideration payable in the Offer will be payable on FanDuel's ordinary shares or options to purchase FanDuel's ordinary shares.

- It is important to note that no other offer available to FanDuel as a result of the Moelis process was of a sufficient value, if distributed pursuant to the terms of the Articles with respect to a change of control transaction, to entitle any holders of ordinary shares to participate with respect to such shares. In addition, the allocation of the proceeds of the Offer to FanDuel's Stockholders is consistent with the terms of FanDuel's pre-existing organizational documents that have been in effect for an extended period of time.

***Summary of the Terms of the Business Combination***

- The Business Combination is a transaction pursuant to which FanDuel and the United States operations of PPB, which operations are currently owned and operated through Betfair Interactive US LLC ("***BIU***"), a subsidiary of PPB, would be combined, following which the Company would continue to own and operate both FanDuel and BIU.

- As a result of the Business Combination, the Company will be collectively owned by (x) TSE Holdings, a subsidiary of PPB and the current owner of BIU and (y) the FanDuel Stockholders, who will hold their interests in the Company indirectly through a holding company (identified in the Offer as "***FD Holdings***"). It is currently estimated that upon the closing of the Business Combination (the "***Closing***"), TSE Holdings will own approximately 60% of the Company's issued and outstanding shares, with FD Holdings owning the remaining approximately 40%. The Business Combination therefore constitutes a change of control of FanDuel, with TSE Holdings possessing a majority of the voting power of the combined company.

- Upon the Closing, TSE Holdings will contribute to the Company all of the equity of BIU together with approximately $145 million in cash (in excess of any of BIU's cash on hand at closing), while the current stockholders of FanDuel will contribute to the Company all of the equity of FanDuel. In exchange for such contributions, each of TSE Holdings and the FanDuel Stockholders (collectively) will be entitled to receive a certain number of Shares (the amount, value and distribution of which among the FanDuel Stockholders, including certain obligations to pay cash instead of Shares, are described more fully both below and in the Offer). Following such issuance, it is anticipated that FD Holdings will exercise the FD Holdings Call Option, the result of which would be that, immediately following the Closing, TSE Holdings and FD Holdings would be the only direct stockholders of the Company.

- The equity value of FanDuel provided for under the terms of the Business Combination, taking into account an agreed enterprise value of approximately $559 million as reduced by the aggregate amount of FanDuel's third party debt and certain other debt-like items (including FanDuel's transaction expenses), is approximately $465 million. The equity value of BIU provided for under the terms of the Business Combination, taking into account an agreed enterprise value of approximately $534 million as reduced by the aggregate amount of BIU's third party debt and certain other debt-like items, and as increased by the $145 million of cash to be contributed by TSE Holdings, as well as approximately $35 million of cash on BIU's balance sheet, is approximately $682 million. The unadjusted number of Shares issuable to the FanDuel Stockholders (which will ultimately be held by FD Holdings) and TSE Holdings in the Business Combination are proportional to, and agreed to be equal in value to, these agreed equity values.

- Following the Closing, the Company will be governed by a board consisting of seven directors, four of whom will be appointed by TSE Holdings and three of whom will be appointed by FD Holdings (the "***Board***"). The Company will thereafter be operated under the supervision and direction of the Board, provided that the Company will not be permitted to undertake certain transactions without the affirmative consent of FD Holdings. In addition, the Company, FD Holdings and TSE Holdings will be subject to certain customary obligations and limitations concerning the future capitalization of the Company, including, among other things, customary preemptive, co-sale and drag-along rights.

- Subject to certain extensions and other limitations as have been agreed between the parties, at each of the three- and five-year anniversaries of the Closing, TSE Holdings will have the right to, and FD Holdings will have the right to require TSE Holdings to, purchase the Shares then-held by FD Holdings at the then-fair-market-value thereof; *provided* that at such three-year anniversary, such right will only be exercisable to require a sale of a number of shares such that as a result thereof TSE Holdings would hold eighty percent (80%) of all Shares issued and outstanding. Upon the occurrence of any such purchase, TSE Holdings will have the right, subject to certain restrictions, to satisfy the applicable purchase price either in cash or publicly traded shares of PPB. Notwithstanding the foregoing, the parties have agreed to include a cap on the amount of aggregate purchase price that FD Holdings can obligate TSE Holdings to pay for Shares (which cap has been determined in accordance with the laws and regulation of the United Kingdom and which is subject to certain deductions and adjustments); in the event the value of FD Holdings' Shares exceeds this cap, FD Holdings will only be permitted to cause TSE Holdings to purchase a number of shares equal in value to such cap, and FD Holdings will retain any unpurchased shares.

- The Closing of the Business Combination is subject to certain customary conditions, including without limitation the requirement that certain regulatory approvals are obtained. In addition, the Business Combination includes certain indemnity obligations of TSE Holdings and FD Holdings in favor of one another, including indemnities for breaches of representations and warranties, breaches of covenants, pre-closing taxes and certain other customary matters. These indemnities are subject to customary limitations, including a requirement that any amounts payable as a result of such indemnification obligations will be satisfied solely by an increase or decrease of the price payable by TSE Holdings upon the consummation of a purchase of shares as described in the preceding paragraph; in no circumstance will any FanDuel Stockholder be personally liable for any such indemnity obligations.