

PRIVATE & CONFIDENTIAL

To: Tiger Acquisitions Holding Limited (**Midco**)
Warwick Court, Paternoster Square, London,
United Kingdom, EC4M 7DX

24 May 2019

Dear Sirs/Madame,

Project Tiger: Agency and Security Agent Fee Letter

We refer to:

- (a) the commitment letter (the **Commitment Letter**) dated on or about the date of this letter between, among others, Midco and the Unitranche Lenders named therein; and
- (b) the £340 million interim facilities agreement dated on or about the date of this letter between, among others, Midco, Tiger Acquisitions UK Limited (the **Company**), Global Loan Agency Services Limited as interim facility agent (the **Interim Facility Agent**) and GLAS Trust Corporation Limited as interim security agent (the **Interim Security Agent**) (the **Interim Facilities Agreement**).

Unless otherwise defined herein, terms defined in the Commitment Letter and the Interim Facilities Agreement (as the context requires) shall have the same meaning in this letter.

This is a Fee Letter and an Interim Document under the Interim Facilities Agreement and a Finance Document under the Facilities Agreement.

1. APPOINTMENT

Midco appoints: (a) Global Loan Agency Services Limited as the Interim Facility Agent and GLAS Trust Corporation Limited as the Interim Security Agent in respect of the Interim Facilities Agreement; and (b) Global Loan Agency Services Limited as facility agent (the **Agent**) and GLAS Trust Corporation Limited as security agent (the **Security Agent**) in respect of the Facilities Agreement.

2. AGENCY FEE AND SECURITY AGENT FEE

- (a) Midco agrees to pay (or to procure the payment of) to Global Loan Agency Services Limited (acting in its capacity as the Interim Facility Agent and the Agent) an agency fee in the amount of £30,000 per annum (the **Agency Fee**), which shall be payable annually in advance.
- (b) Midco agrees to pay (or to procure the payment of) to GLAS Trust Corporation Limited (acting in its capacity as the Interim Security Agent and the Security Agent) a security agent fee in the amount of £25,000 per annum (the **Security Agent Fee**), which shall be payable annually in advance.
- (c) The Agency Fee and the Security Agency Fee shall be payable on the earlier of the first drawdown date under the Interim Facilities Agreement and the first drawdown date under the Facilities Agreement (the **Closing Date**) and on each subsequent anniversary of the Closing Date, until the date on which either the Interim Facility is

irrevocably discharged and cancelled in full and not refinanced by the Facilities Agreement or (if later) the Facilities are irrevocably discharged and cancelled in full (the **Discharge Date**).

- (d) Notwithstanding anything to the contrary in this letter, if the Discharge Date has occurred or Global Loan Agency Services Limited ceases to act or is replaced or voluntarily resigns as the Interim Facility Agent or the Agent (as applicable) or GLAS Trust Corporation Limited ceases to act or is replaced or voluntarily resigns as the Interim Security Agent or the Security Agent (as applicable), Global Loan Agency Services Limited and/or GLAS Trust Corporation Limited (as applicable) will reimburse Midco for the pro rata amount of the Agency Fee and/or Security Agent Fee (as applicable) paid to each of them from the period from the date on which such replacement or resignation takes effect to the date on which the next Agency Fee and/or Security Agent Fee would have otherwise been payable.
- (e) If the due date for payment of the Agency Fee or the Security Agent Fee is not a Business Day, payment shall be made on the immediately following Business Day.
- (f) All payments due under this letter shall be paid in immediately available freely transferable cleared funds, and in sterling.
- (g) Except as expressly contemplated by this letter, the Interim Facilities Agreement or the Facilities Agreement (as applicable), all payments under this letter shall be made without set-off or counterclaim and free and clear of any withholding or deduction and shall be non-refundable.
- (h) Unless a utilisation is made under the Interim Facilities Agreement or the Facilities Agreement and the Acquisition completes, you shall not be subject to any payment or other liabilities under this letter.
- (i) The Security Agency Fee and Agency Fee payable under this letter are payable in addition to any costs, fees or expenses incurred by us as Interim Facility Agent and Facility Agent, or Interim Security Agent and Security Agent (as the context requires) for which provision is made in the Interim Documents and/or the Finance Documents and also the cost of utilising its management time or other resources pursuant to the relevant clause under the Interim Facilities Agreement and/or the Facilities Agreement (**Management Time Costs**). To the extent that Management Time Costs are incurred, then, unless otherwise agreed between us, the payable rate for each hour of Management Time Cost incurred shall not exceed £350.

3. **ASSIGNMENT AND AMENDMENT**

Your rights under this letter may not be assigned by you without our prior written consent. Any provision of this letter may only be amended or waived in writing by the parties hereto.

4. **THIRD PARTY RIGHTS**

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any terms of this letter.

5. **CONFIDENTIALITY**

- (a) Subject to paragraph 5(b) below, the terms of this letter are confidential and are not to be disclosed to or relied upon by any other person.
- (b) Each party to this letter may disclose a copy of this letter to its professional advisers, who are made aware of and agree to be bound by (or are otherwise subject to a professional duty of confidentiality) the confidentiality obligation in this letter, and make any disclosure required under any applicable law or regulation, by any regulatory authority or in connection with any legal proceedings or court order.

6. **COUNTERPARTS**

This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

7. **GOVERNING LAW AND JURISDICTION**

This letter (including any non-contractual obligations arising out of or in relation to this letter) and any dispute or proceeding arising out of or relating to this letter shall be governed by English law. For our benefit, you agree that the courts of England have exclusive jurisdiction to hear, decide and settle any dispute or proceedings arising out of or relating to this letter (including as to existence, validity or termination or any non-contractual obligation arising out of or in connection with this letter) (each a **Dispute**) and you agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will agree to the contrary.

If you agree to the above, please sign where indicated below.

Yours faithfully,

By:

Name:

For and on behalf of



PAUL CATTERMOLE
AUTHORISED SIGNATORY

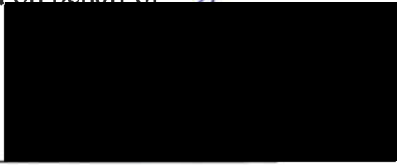
Global Loan Agency Services Limited

as Interim Facility Agent under the Interim Facilities Agreement and Agent under the
Facilities Agreement

By:

Name:

For and on behalf of



PAUL CATTERMOLE
AUTHORISED SIGNATORY

GLAS Trust Corporation Limited

as Interim Security Agent under the Interim Facilities Agreement and Security Agent under the Facilities Agreement

FORM OF ACKNOWLEDGEMENT

We agree to the above.

By: Thomas S Patrick
Name: Director

For and on behalf of



TIGER ACQUISITIONS HOLDING LIMITED
as Midco