

To: Jura Acquisition Limited as Borrower

From: Lloyds Bank plc as Facility Agent on behalf of the Finance Parties

Dated: 3 August 2018

Dear Sirs

**Jura Acquisition Limited – £964,000,000 and €40,700,000 Facility Agreement dated on or about the date of this letter (the “Facility Agreement”)**

- 1** We refer to the Facility Agreement. This is a Fee Letter. Terms defined in the Facility Agreement have the same meaning in this Fee Letter unless given a different meaning in this Fee Letter.
- 2** The arrangement fee referred to in Clause 11.2 (*Arrangement fee*) of the Facility Agreement amounts to:
  - (a) £7,230,000 (being 0.75% of the Facility 1 Commitment as at the date of the Facility Agreement) and is payable on the Closing Date; and
  - (b) €305,250 (being 0.75% of the Facility 2 Commitment as at the date of the Facility Agreement) and is payable on the Closing Date.
- 3**
  - (a) Subject to paragraph (b) below, no arrangement fee is payable if the Closing Date does not occur.
  - (b) In the event that, on or prior to the last day of the Availability Period, any member of the Group or any Affiliate of any Investor consummates the Acquisition with the proceeds of any credit, loan or bank facility provided by one or more financial institutions other than the Lenders, then the arrangement fee referred to in paragraph 2 shall be payable on the applicable first settlement date in respect of such consummation of the Acquisition (other than to any Lender which has defaulted in the performance of its obligations under the Finance Documents).
- 4** Payment of the arrangement fee should be made to the Facility Agent (for the account of each Arranger, and to be shared between the Arrangers on a *pro rata* basis) to such accounts as the Facility Agent notifies to the Borrower in writing 5 Business Days prior to the Closing Date.
- 5** Without limiting your obligation to pay the arrangement fee, by accepting this Fee Letter you authorise the Facility Agent to deduct the arrangement fee from the initial Utilisation of Facility 1.
- 6** The arrangement fee is exclusive of any VAT or similar charge. If any VAT or similar charge is chargeable in connection with the arrangement fee, the Borrower shall pay that VAT or similar charge at the same time as it pays the arrangement fee in accordance with Clause 12.7 (VAT) of the Facility Agreement.
- 7** All payments of the arrangement fee shall be paid without any deduction or withholding for or on account of tax (a “**Tax Deduction**”) unless a Tax Deduction is required by law. If a Tax

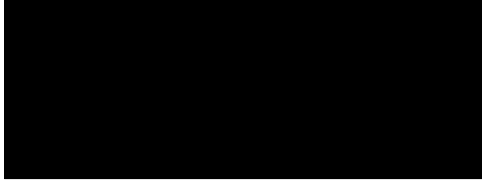
Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required, in accordance with Clause 12.2 (*Tax gross-up*) of the Facility Agreement.

- 8** The arrangement fee is non-refundable and non-creditable against any other fees payable in connection with the Facility Agreement. The arrangement fee shall be paid in full, without (and free and clear of any deduction for) set-off or counterclaim.
- 9** 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.
- 10** This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 11** The provisions of Clause 40 (*Enforcement*) of the Facility Agreement shall be incorporated into this letter as if set out in full in this letter and as if references in that Clause to “this Agreement” are references to this letter.

Yours faithfully

**LLOYDS BANK PLC** (as Facility Agent)

By:



Accepted and agreed

**JURA ACQUISITION LIMITED**

By:

Date:

