

To: Jura Acquisition Limited as Borrower

From: Lloyds Bank plc as Facility Agent and Security Agent

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. We confirm that:
 - (a) the agency fee (the "**Agency Fee**") referred to in Clause 11.3 (*Agency fee*) of the Facility Agreement amounts to £40,000 per annum and is payable on a quarterly basis in advance;
 - (b) the security agent fee (the "**Security Agent Fee**" and together with the Agency Fee, the "**Fees**") referred to in Clause 11.4 (*Security Agent fee*) of the Facility Agreement amounts to £10,000 per annum and is payable on a quarterly basis in advance;
 - (c) the first instalment each of the Agency Fee and Security Agent Fee is, in each case, payable on the Closing Date; and
 - (d) each subsequent instalment of the Agency fee and Security Agent Fee is, in each case, payable in advance on a quarterly basis after the Closing Date for so long as any Commitment or Utilisation is outstanding.
3. No Fees shall be payable if the Closing Date does not occur.
4. Payment of the Agency Fee should be made to the Facility Agent (for its own account) to such account as the Facility Agent notifies to the Borrower in writing 5 Business Days prior to the Closing Date.
5. Payment of the Security Agent Fee should be made to the Security Agent (for its own account) to such account as the Security Agent notifies to the Borrower in writing 5 Business Days prior to the Closing Date.
6. Without limiting your obligation to pay the Agency Fee or the Security Agent Fee, by accepting this Fee Letter you authorise the Agent to deduct the Agency Fee and the Security Agent Fee from the initial Utilisation of Facility 1.
7. The Fees are exclusive of any VAT or similar charge. If any VAT or similar charge is chargeable in connection with the Fees, the Borrower shall pay that VAT or similar charge at the same time as it pays the Fees in accordance with Clause 12.7 (*VAT*) of the Facility Agreement.
8. The Fees 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.

9. The Fees are non-refundable and non-creditable against any other fees payable in connection with the Facility Agreement. The Fees shall be paid in full, without (and free and clear of any deduction for) set-off or counterclaim.
10. 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.
11. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
12. 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

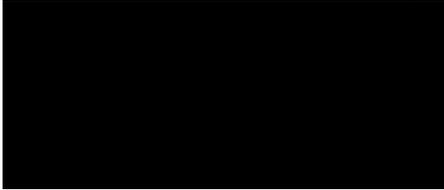
LLOYDS BANK PLC (as Facility Agent)

By:



LLOYDS BANK PLC (as Security Agent)

By:



Accepted and agreed

JURA ACQUISITION LIMITED

By:

Date:

