

AGENCY/SECURITY AGENT FEE LETTER

To: JEWEL BIDCO LIMITED
Attention: the directors

18 September 2019

Dear Sirs

1. INTRODUCTION

- 1.1 We refer to the senior facilities agreement dated on or about the date hereof between, among others, Jewel BidCo Limited as Company, Royal Bank of Canada as the Senior Lead Arranger, RBC Europe Limited as Security Agent and RBC Europe Limited as Agent (the “**Senior Facilities Agreement**”).
- 1.2 Capitalised terms defined in the Senior Facilities Agreement, unless expressly defined in this Fee Letter, have the same meaning and construction when used in this Fee Letter.
- 1.3 This is a Fee Letter as referred to in clauses 17.3 (*Agency fee*) and 17.4 (*Security Agent fee*) of the Senior Facilities Agreement and this Fee Letter is a Senior Finance Document for purposes of the Senior Facilities Agreement.

2. AGENCY AND SECURITY AGENCY FEES

2.1 Agency and Security Agency Fee

- (a) The Company shall pay, or procure that there is paid, to the Agent into such account as notified by the Agent from time to time, for its own account in respect of its role as Agent and Security Agent under the Senior Facilities Agreement, an agency and security agency fee in an amount of GBP 50,000 per annum (the “**Fee**”).
- (b) The Fee is payable annually in advance, first due and payable on the Closing Date and on each anniversary of the Closing Date prior to the Senior Secured Liabilities Discharge Date (as defined in the Intercreditor Agreement).

2.2 No Deal No Fee

For the avoidance of doubt, if the Closing Date does not take place, no Fee is payable under this Fee Letter.

2.3 Deduction from initial Utilisation

Without prejudice to paragraph 2.1 (*Agency and Security Agency Fee*) above, the Agent is hereby authorised to deduct the amount of the first fees payable under paragraph 2.1 (*Agency and Security Agency Fee*) from the proceeds of the first Utilisation under the Senior Facilities Agreement for the accounts of the Agent and Security Agent in accordance with the terms of this Fee Letter.

3. GENERAL

- 3.1 You agree that, once paid, the Fee or any part thereof payable hereunder will not be refundable or creditable against any other Fee (save for fees refunded because of pro rating for any part of a year pursuant to paragraph 3.4 below) unless otherwise agreed by us in writing.
- 3.2 The Fee will be paid in immediately available, freely transferable, cleared funds, will be made without set-off, counterclaim, deductions or withholding of any kind and shall be in addition to any fees payable to the Agent or Security Agent under any other Fee Letter and reimbursement of the Agent's and Security Agent's reasonable and documented out-of-pocket expenses to the extent reimbursable pursuant to the Senior Facilities Agreement or Intercreditor Agreement.
- 3.3 The relevant provisions of clause 18 (*Tax Gross Up and Indemnities*) of the Senior Facilities Agreement apply to any payment under this Fee Letter.
- 3.4 If the Senior Secured Liabilities Discharge Date occurs on a date other than an anniversary of the Closing Date or the Agent or Security Agent resigns or otherwise ceases to be the Agent or Security Agent (as applicable) on a date other than an anniversary of the Closing Date, each of the Agent and Security Agent agrees to reimburse the Company (or such other company as you may instruct us to reimburse) an amount equal to the pro rata amount paid in respect of the Fee based on the number of days yet to elapse in respect of the year in respect of which such fees were paid and a 360 day year (and in the case of the Agent's or Security Agent's resignation, the pro rata amount shall be calculated from the effective date of such resignation).

4. MISCELLANEOUS

- 4.1 You may not assign or transfer any of your rights or transfer any of your rights or obligations under this Fee Letter without the prior written consent of the Agent.
- 4.2 Unless expressly provided to the contrary in this Fee Letter, a person who is not a party to this Fee Letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of its terms.
- 4.3 This Fee Letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same Fee Letter.
- 4.4 No provision of this Fee Letter may be amended or waived otherwise than by a document in writing signed by the Company and the Agent.

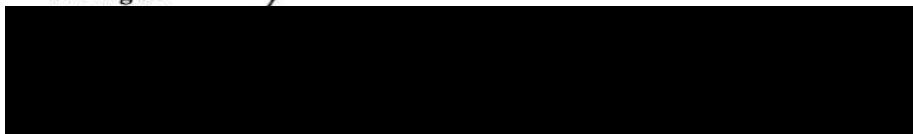
5. GOVERNING LAW AND JURISDICTION

- 5.1 This Fee Letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.
- 5.2 Clause 57.1 (*Jurisdiction of English courts*) of the Senior Facilities Agreement shall apply to this Fee Letter *mutatis mutandis*.

If you agree to the above, please acknowledge your agreement and acceptance of the terms of this Fee Letter by signing, scanning and returning the enclosed copy of this Fee Letter countersigned by you to us.

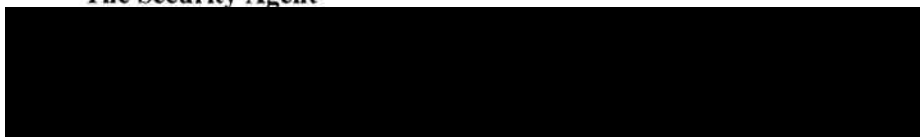
[Remainder of page left intentionally blank]

The Agent /



For and on behalf of
RBC EUROPE LIMITED

The Security Agent



For and on behalf of
RBC EUROPE LIMITED

The Company

Accepted and agreed to as of the date first above written:

JEWEL BIDCO LIMITED

