

Royal Bank of Canada as the Arranger (as defined below) (“we”, “us”, “our”)

To: Jewel BidCo Limited
 Attention: the directors
 (“you”, “your”)

18 September 2019

Project Freeway – AT Fee Letter

Dear Sirs

1. INTRODUCTION

- 1.1 This letter is delivered to you in connection with a senior facilities agreement dated on or about the date hereof between the Obligors, the Arranger, the Agent, the Security Agent and the Original Lenders (each as defined therein) (the “**Senior Facilities Agreement**”).
- 1.2 We refer to your request that the Arranger arranges and underwrites the Facilities under the Senior Facilities Agreement to, inter alia, partially finance the proposed acquisition.
- 1.3 Unless otherwise defined herein, terms defined in the Senior Facilities Agreement shall have the same meaning in this letter.
- 1.4 This Fee Letter is a Senior Finance Document for the purposes of the Senior Facilities Agreement.

2. FEES

2.1 Alternate Transaction Fee

- (a) If an alternative financing is drawn within 12 months of the date of this letter, in support of a transaction (an “**Alternative Transaction**”) pursuant to which the Lovell Minnick Parties (or one of their affiliates or subsidiaries) acquires, directly or indirectly, all or substantially all of the capital stock or assets of the Target and/or its subsidiaries, a fee of 1.00% will be payable by you to the Arranger upon the consummation of the Alternative Transaction, on the lesser of (x) the aggregate principal amount of the Commitments with respect to the Facilities committed to be funded by the Arranger as of the date of this letter and (y) the aggregate principal amount of alternative senior facilities in lieu of the Facilities (“**Alternative Financing**”) actually funded by another institution (the “**Alternative Lender**”) in respect of such Alternative Transaction, provided that no fee shall be payable under this letter if: (i) the Arranger has terminated its commitment to provide the Facilities prior to the end of the Availability Period in respect of Facility B or (ii) the Arranger declines to provide the Facilities on the (mutually acceptable) terms set out in the Senior Facilities Agreement.

- (b) Payment of the fees pursuant to this letter shall be in lieu of and shall discharge you from any obligation in respect of the fees and all of your other obligations under the Underwriting Fee Letter.
- (c) The obligations under this letter shall terminate immediately upon payment of the fees set out in the Underwriting Fee Letter.

2.2 Non-Refundable

All fees under this letter once paid are non-refundable, in whole or in part and non-creditable against other fees payable in connection with the Senior Facilities Agreement.

3. ASSIGNMENTS AND AMENDMENTS

- 3.1 Except as provided herein, no party to this letter shall assign any of its rights or transfer any of its rights or obligations under this letter.
- 3.2 Any provision of this letter may only be amended, waived or modified by written instrument signed by each of the parties to this letter.

4. THIRD PARTY RIGHTS

- 4.1 Unless expressly provided to the contrary in this letter and except for any member of the Target Group, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms.
- 4.2 Notwithstanding any term of this letter, the consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.

5. SURVIVAL

The terms of this letter shall, unless the parties otherwise agree, continue in full force and effect notwithstanding any termination of the other Senior Finance Documents.

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 and any non-contractual obligations arising under or in respect of it shall be governed by and construed in accordance with English Law. For the benefit of the Arranger you hereby irrevocably submit to the exclusive jurisdiction of the English courts and waive any defence of inconvenient forum which may be available.

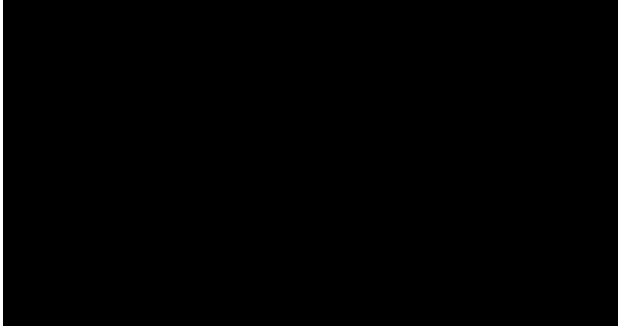
If you are in agreement with the foregoing, please sign and return to us a copy of this letter.

Yours faithfully,

for and on behalf of:

ROYAL BANK OF CANADA

in its capacity as Arranger



We acknowledge and agree to the above:

JEWEL BIDCO LIMITED

