

To: Tiger Acquisitions Holding Limited (**Midco, you or your**)

27 June 2019

## **Project Tiger – Super Priority Revolving Facility Upfront Fee Letter**

Dear Sirs, Madams,

### **1. BACKGROUND**

- (a) We, The Governor and Company of the Bank of Ireland as the Super Priority Arranger, Super Priority Bookrunner and an original lender under the Senior Facilities Agreement (as defined below) (the **Super Priority Revolving Facility Arranger or we**), refer to your request that we provide and make available the Total Super Priority Revolving Facility Commitments as set out in (and as defined in) the senior facilities agreement dated on or around the date hereof between, amongst others, Midco, Tiger Acquisitions UK Limited as the company, Global Loan Agency Services Limited as agent and GLAS Trust Corporation Limited as security agent (the **Senior Facilities Agreement**).
- (b) This letter is delivered to you in connection with clause 17.3 (Fee for the Super Priority Revolving Facility Lenders) of the Senior Facilities Agreement.
- (c) Unless otherwise defined herein, terms defined in the Senior Facilities Agreement shall have the same meaning in this letter. This is a Fee Letter and a Finance Document under the Senior Facilities Agreement.

### **2. SPRF UPFRONT FEE**

- (a) Midco agrees to pay (or cause to be paid) to the Facility Agent (for the account of the Super Priority Revolving Facility Arranger), on the Closing Date, an upfront fee in an amount equal to 2.00% of the aggregate Commitments of the Super Priority Revolving Facility Arranger (in its capacity as an original lender) under the Super Priority Revolving Facility as at the Closing Date in GBP (being £500,000) (the **SPRF Upfront Fee**).
- (b) No SPRF Upfront Fee will be payable unless the Closing Date has occurred.

### **3. PAYMENTS**

- (a) All amounts payable under this letter shall (unless otherwise agreed) be paid in GBP, in immediately available, freely transferable and cleared funds.
- (b) All payments under this letter once paid are non-refundable, in whole or in part and non-creditable against other payments payable in connection with the Senior Facilities Agreement.

### **4. TAXES**

You and the Super Priority Revolving Facility Arranger agree that clause 18.2 (Tax gross-up) of the Senior Facilities Agreement and related definitions shall apply in respect of this letter *mutatis mutandis* and are hereby incorporated by reference.

**5. THIRD PARTY RIGHTS**

- (a) Unless expressly provided to the contrary in this letter, 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.
- (b) 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.

**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**

- (a) This letter (including the agreement constituted by your and/or Midco's acknowledgement of its terms) and all non-contractual or other obligations arising out of or in connection with it are governed by English law.

**8. ENFORCEMENT AND JURISDICTION**

- (a) The provisions set out in clause 44 (*Enforcement-Jurisdiction*) and clause 45 (*Waiver of Jury Trial*) of the Senior Facilities Agreement shall apply in respect of this letter *mutatis mutandis* and are hereby incorporated by reference.

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

Yours faithfully,

*[The rest of this page is intentionally left blank]*

For and on behalf of:

**The Governor and Company of the Bank of Ireland**

in its capacity as **Super Priority Revolving Facility Arranger**

.....  
Name:

Title:

**RICHARD LONG  
AUTHORISED SIGNATORY**

**WIKASH BHAGWANBALI  
AUTHORISED SIGNATORY**

We acknowledge and agree to the above:

**Tiger Acquisitions Holding Limited**

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Name: **Thomas S Patrick**  
Title: **Director**

Date: 27 June 2019