

To: RBC Europe Limited as Agent and Security Agent under the Facilities Agreement

Royal Bank of Canada as Arranger under the Facilities Agreement

From: KKR Credit Advisors (Ireland) Unlimited Company, on behalf of certain funds, clients and accounts managed or advised by it or its affiliates and KKR Credit Advisors (US) LLC on behalf of certain funds, clients and accounts managed or advised by it or its affiliates (together, the “**KKR Credit Advisors**”)

Jewel MidCo Limited (the “**Parent**”)

Jewel BidCo Limited (the “**Company**”)

18 December 2019

Dear Sirs:

### **Project Jewel – OID and Successful Syndication Letter**

#### **1. Introduction**

1.1 We refer to:

- (a) the senior facilities agreement dated 18 September 2019 between, among others, the Parent, Jewel BidCo Limited as the company, RBC Europe Limited as agent and RBC Europe Limited as security agent (the “**Facilities Agreement**”) as amended and/or amended and restated from time to time;
- (b) the commitment letter dated 7 November 2019 between, the KKR Credit Advisors and the Parent (the “**KKR Commitment Letter**”); and
- (c) the underwriting fee letter dated 18 September 2019 between Royal Bank of Canada as the Arranger and Jewel BidCo Limited (the “**Underwriting Fee Letter**”).

1.2 Terms defined in the Facilities Agreement are used herein as defined therein.

1.3 “**KKR Lenders**” shall mean one or more of the funds, clients and accounts managed or advised by any KKR Credit Advisor providing any Facility B Commitment.

#### **2. OID**

2.1 Pursuant to the KKR Commitment Letter it was agreed that the Facility B Loan will be issued with a two and a half percent (2.5%) original issue discount (“**OID**”) to the KKR Lenders (the “**KKR OID**”).

2.2 The parties hereby agree:

- (a) prior to the Closing Date, the Original Lender, the KKR Lenders, the Agent and the Security Agent will enter into a Transfer Certificate (such date being the “**Transfer Certificate Date**”) transferring all the Original Lender’s Facility B Commitments and corresponding rights and obligations in respect of the Senior Finance Documents to the KKR Lenders on the Business Day immediately following the Closing Date (or another date agreed between the Original Lenders and the KKR Lenders (the “**Transfer Date**”);
- (b) that the Original Lender will deduct an amount equal to the KKR OID (together with any other applicable fees, costs and expenses) from the amount of the Facility B Loan to be advanced to the Original Borrower;
- (c) on the Transfer Date, the KKR Lenders will transfer £146,250,000.00 (representing 97.5% of the Facility B Loan) to the Original Lender;
- (d) that on the Transfer Certificate Date:
  - (i) other than the KKR OID referred to in paragraph 2.1 of this letter, no other OID is or will be required to be paid to the Agent, the Arranger or the KKR Lenders whether pursuant to paragraph 4.3 of the Underwriting Fee Letter, paragraph 3.2 of the KKR Commitment Letter or otherwise; and
  - (ii) paragraph 4.2(a)(i) of the Underwriting Fee Letter shall be amended such that the Company agrees to pay (or procure that a member of the Group pays) to the Arranger an arrangement fee in an amount equal to 1.75% of the aggregate principal amount of its Facility B Commitments (as indicated against its name in the Facilities Agreement).

### 3. Payments

#### 3.1 The KKR OID:

- (a) shall be non-refundable and shall be in addition to any other amount payable by the Parent or any other person to a KKR Lender in connection with the Facilities and shall not be subject to any set-off or counterclaim or creditable in whole or in part against any commitment fees, commission, fees, costs or expenses payable in accordance with the terms of the Facilities Agreement;
- (b) shall not be subject to any deductions or withholding for or on account of tax (a “**Tax Deduction**”) unless a Tax Deduction is required by law, in which case the provisions of Clause 18 of the Facilities Agreement shall apply; and
- (c) is exclusive of value added tax or similar charges (“**VAT**”). If VAT is chargeable, the amount of the KKR OID due to the relevant KKR Lender shall be increased by an amount equal to the amount of VAT the relevant KKR Lender is required to pay in respect of the KKR OID due to it.

#### **4. Designation**

This letter is a Senior Finance Document for the purposes of the Facilities Agreement. By execution of this letter, the Agent and the Parent agree to designate the KKR Commitment Letter as a Senior Finance Document.

#### **5. Successful Syndication**

- 5.1 Upon the Transfer Certificate Date, the Arranger agrees that Successful Syndication (as defined in the Underwriting Fee Letter) has occurred and the flex provisions set out at Schedule 1 to the Underwriting Fee Letter are or will be of no further force and effect.
- 5.2 Notwithstanding the provisions of this letter, the Underwriting Fee Letter shall remain in full force and effect (save as specifically and expressly agreed under paragraph 2 (*OID*) of this letter), including (for the avoidance of doubt) the requirement to pay to the Arranger an arrangement fee in an amount equal to 2.0 per cent. of the aggregate principal amount of the Arranger's Commitments in respect of the Revolving Facility (as indicated against its name in the Facilities Agreement), pursuant to paragraph 4.2(a)(ii) thereof.

#### **6. Miscellaneous**

- 6.1 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.
- 6.2 This letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement.
- 6.3 This letter may not be amended or otherwise modified, nor may any term or provision hereof or thereof be waived, except by an instrument in writing signed by each of the parties hereto.
- 6.4 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.
- 6.5 The provisions of Clauses 46 (*Notices*) and 51 (*Confidentiality*) of the Facilities Agreement apply to this letter as though they were set out in full in this letter except that references to the Agreement are to be construed as references to this letter.

#### **7. Governing Law**

- 7.1 This letter and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with English Law.
- 7.2 Each of the parties to this letter agrees that the courts of England have jurisdiction to settle any disputes in connection with this letter and each of the parties to this letter accordingly submits to the jurisdiction of the English courts.

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

Yours faithfully,

## SIGNATURE PAGES

### KKR Creditor Advisors

[Redacted Signature]

For and on behalf of

**KKR Credit Advisors (Ireland) Unlimited Company, on behalf of certain accounts managed or advised by it**

as a KKR Credit Advisor

Name:

Title:

[Redacted Name and Title]

### Notice Details

Attention:

Address:

Email:

[Redacted Notice Details]

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For and on behalf of

**KKR Credit Advisors (US) LLC, on behalf of certain accounts managed or advised by it**  
as a KKR Credit Advisor

Name:

Title:

### Notice Details

Attention:

Address:

Email:

[Redacted Notice Details]

## SIGNATURE PAGES

### KKR Creditor Advisors

\_\_\_\_\_  
For and on behalf of

**KKR Credit Advisors (Ireland) Unlimited Company, on behalf of certain funds, clients and accounts managed or advised by it or its affiliates**  
as a KKR Credit Advisor

Name:

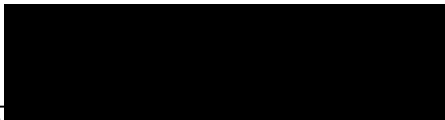
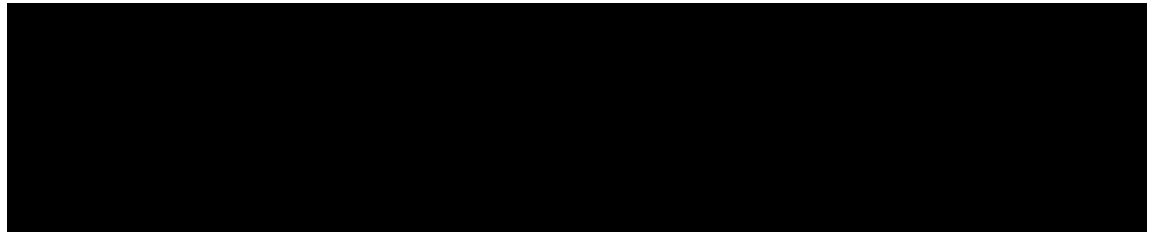
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#### Notice Details

Attention:

Address:

Email:



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For and on behalf of

**KKR Credit Advisors (US) LLC, on behalf of certain funds, clients and accounts managed or advised by it or its affiliates**  
as a KKR Credit Advisor

Name:

Title:

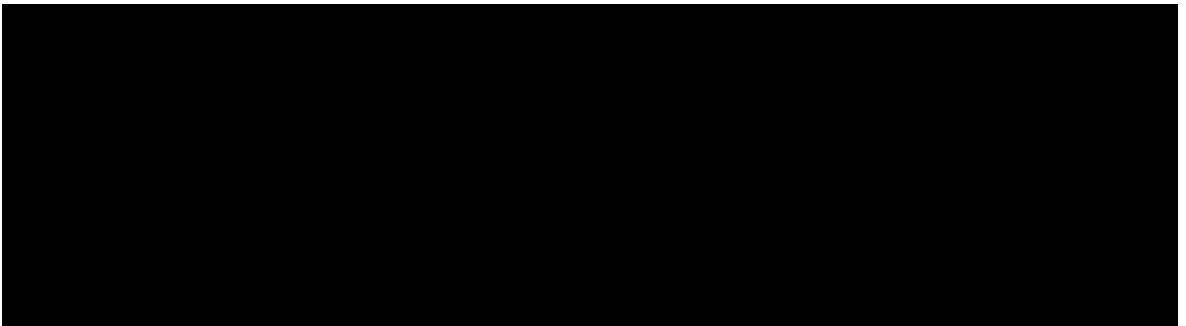


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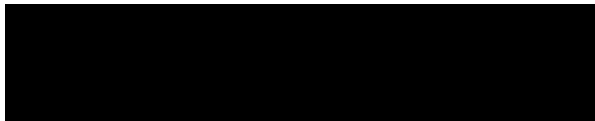
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**The Parent**



For and on behalf of  
**Jewel MidCo Limited**  
as the Parent

Name:

Title:



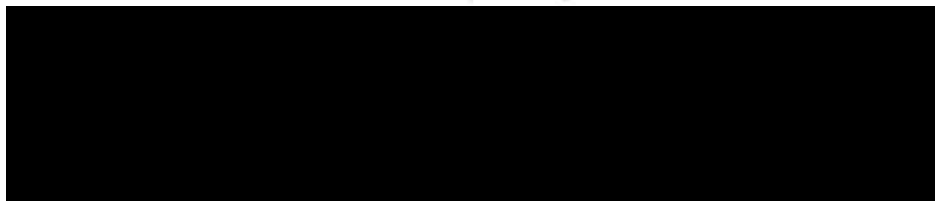
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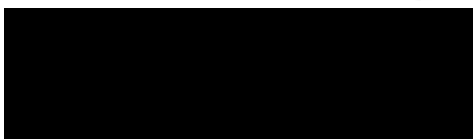
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**The Company**



**Jewel BidCo Limited**  
as the Company

Name:

Title:



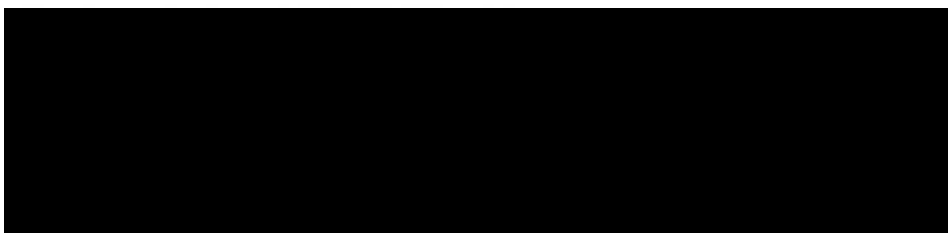
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Email:

Facsimile:



**The Arranger**

[Redacted]

For and on behalf of  
**Royal Bank of Canada**  
as Arranger

Name:

Title:

[Redacted]

Notice Details

Attention:

Address:

Email:

[Redacted]

**The Agent**

[Redacted]

For and on behalf of  
**RBC Europe Limited**  
as Agent

Name:  
Title:

[Redacted]

Notice Details

Attention:  
Address:  
Email:  
Facsimile:

[Redacted]

**The Security Agent**

[Redacted]

For and on behalf of  
**RBC Europe Limited**  
as Security Agent

Name:  
Title:

[Redacted]

Notice Details

Attention:  
Address:  
Email:  
Facsimile:

[Redacted]