

PRIVATE & CONFIDENTIAL

To: AI Robin Limited (the “**Company**”)

Attention: Giles Reaney

23 November 2016

Dear Sirs

Project Basket – Fee Letter

This letter sets forth certain fees payable in connection with the Facility contemplated to be provided pursuant to the commitment letter relating to the Facility dated on or about the date of this letter between, among others, you and us as it may be amended, amended and restated, supplemented, modified or replaced from time to time (the “**Commitment Letter**”).

Terms defined in the Commitment Letter and other Commitment Documents (including those incorporated by reference to the Term Sheet but not incorporating any defined terms from the Interim Facility Agreement unless expressly specified below) have the same meanings when used in this letter unless otherwise specified.

This is a Fee Letter under the Facility Agreement and the Interim Facility Agreement, and is a Finance Document for the purposes of the Facility Agreement and an Interim Finance Document for the purposes of the Interim Facility Agreement.

The terms of this letter shall continue in full force and effect after the Interim Facility Agreement and Facility Agreement are signed.

1 ARRANGEMENT FEE FOR FACILITY AND INTERIM FACILITY

1.1 Whether or not the Facility and/or the Interim Facility are utilised on the Closing Date, as consideration for the commitments and agreements of the Commitment Parties under the Commitment Letter with respect to the Facility and the Interim Facility, the Company will pay, or will cause to be paid, to the Arrangers on the Closing Date (to be allocated to each Arranger for its own account pro rata to its (or its designated affiliates’) respective commitments in respect of the Facility) an arrangement fee (the “**Arrangement Fee**”) in GBP in an aggregate amount equal to three per cent. (3.00%) of the aggregate committed principal amount of the Facility as at the Closing Date.

1.2 For the avoidance of doubt, there shall be no double-counting of the fees payable in connection with the Interim Facility, on the one hand, and the fees payable in connection with the Facility, on the other hand and payment of the Arrangement Fee pursuant to paragraph 1.1 above will satisfy the requirement to pay any arrangement fee due under each of the Facility and the Interim Facility.

1.3 No Arrangement Fee will be payable unless the Closing Date has occurred.

2 MISCELLANEOUS

2.1 Except as specified in the Commitment Documents and/or the Finance Documents, all fees and closing payments once paid are non-refundable and non-creditable against other fees or closing payments payable in connection with the Facility and/or the Interim Facility.

- 2.2 The fees payable pursuant to this letter may be deducted from the proceeds of the first utilisation under the Facility Agreement or the Interim Facility Agreement (as the case may be).
- 2.3 Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. Notwithstanding any term of this letter, no consent of a third party is required for any termination or amendment of this letter.
- 2.4 This letter may be executed in any number of counterparts and all those counterparts when taken together shall be deemed to constitute one and the same letter.
- 2.5 This letter is subject to the confidentiality provisions contained in the Commitment Letter.

3 GOVERNING LAW

This letter (including the agreement constituted by your acknowledgement of its terms) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with, English law. The courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this letter.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this letter whereupon it will become a binding agreement upon our receipt.

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.../s/ Sinead Murphy

for and on behalf of
HSBC BANK PLC
as an Arranger

Name: Sinead Murphy
Title: Director

Date: 23 November 2016

Yours faithfully

.../s/ Marko Popovic.....

for and on behalf of
ING BANK N.V., LONDON BRANCH
as an Arranger

Name: *MARKO POPOVIC*

Title: *DIRECTOR*

Date: 23 November 2016

.../s/ Craig Topp

for and on behalf of
LLOYDS BANK PLC
as an Arranger

Name: *CRAIG TOPP*

Title: *ASSOCIATE DIRECTOR*

Date: 23 November 2016

We acknowledge and agree to the above.

...../s/ Linda Harroch

for and on behalf of
AI ROBIN LIMITED
as the Company

Name: **Linda Harroch**

Title: **DIRECTOR**

Date: 23 November 2016