

To: Stonegate Pub Company Bidco Limited (the **Company**)

Attention: The Directors

16 October 2019

Dear Sirs,

**Project Safari – Supplemental Second Lien Bridge Facility Fee Letter**

We refer to:

- (a) the second lien bridge facilities agreement (the **Second Lien Bridge Facilities Agreement**) dated 17 July 2019 as amended and/or restated among, *inter alia*, the Stonegate Pub Company Bidco Holdings Limited (the **Parent**), the Company, Stonegate Pub Company Financing 2019 PLC (the **Borrower** and the **Issuer**), the Original Guarantors (as defined in the Second Lien Bridge Facilities Agreement), Barclays Bank PLC (**Barclays**), Goldman Sachs Bank USA (**GS**), Nomura International plc (**Nomura**) and Lloyds Bank PLC (**Lloyds**) as mandated lead arrangers (the **Bridge Arrangers**) and Barclays, GS, Nomura, Lloyds and Deutsche Bank AG, London Branch as original lenders (the **Bridge Underwriters**) providing for a £400 million second lien bridge facility (the **Second Lien Bridge Facility**);
- (b) the second lien bridge facilities fee letter dated 17 July 2019 from Barclays, GS and Nomura as original Bridge Arrangers and original Bridge Underwriters to the Company (the **Original Second Lien Bridge Fee Letter**); and
- (c) the second lien facilities agreement (the **2L Facilities Agreement**) dated on or about the date of this letter among, *inter alia*, the Parent, the Company as borrower, the Original Guarantors (as defined in the 2L Facilities Agreement), the entities defined therein as Arrangers, the entities defined therein as Original Lenders and Barclays Bank PLC as agent and security agent providing for a £400 million second lien facility.

Unless otherwise specified herein, capitalized terms used herein without definitions have the meanings assigned to them in the Second Lien Bridge Facilities Agreement.

This letter is supplemental to the Original Second Lien Bridge Fee Letter and is a Bridge Fee Letter referred to in the Second Lien Bridge Facilities Agreement.

For the purposes of this letter, **Effective Date** means the earlier of (i) the date on which the Second Lien Bridge Facilities Agreement is cancelled in full, and (ii) the Acquisition Completion Date if on or prior to such date no Loans are or have been funded under the Second Lien Bridge Facilities Agreement.

**1. REVISED SECOND LIEN BRIDGE FACILITY FEES**

- 1.1 Notwithstanding anything to the contrary contained in the Original Second Lien Bridge Fee Letter and/or the Second Lien Bridge Facilities Agreement, and in consideration of the Bridge Arrangers

arranging, and the Bridge Underwriters underwriting, the Second Lien Bridge Facility, if the Effective Date occurs the Company shall pay, or procure that there is paid, to the Bridge Underwriters:

- (a) a commitment fee (the **Bridge Commitment Fee**) in an aggregate amount equal to 1.25% of the Total Commitments under and as defined in the Second Lien Bridge Facilities Agreement, payable on the Acquisition Completion Date *provided that* the Bridge Commitment Fee shall be in an aggregate amount equal to 1.50% of the Total Commitments under and as defined in the Second Lien Bridge Facilities Agreement that have not been cancelled from (but excluding) the date that is 180 days after the date of the Original Second Lien Bridge Fee Letter; and
- (b) an arrangement fee (the **Bridge Arrangement Fee**) in an aggregate amount equal to 1.00% of the Total Commitments under and as defined in the Second Lien Bridge Facilities Agreement, payable on the Acquisition Completion Date.

1.2 The Bridge Commitment Fee and the Bridge Arrangement Fee shall be allocated to the Bridge Underwriters in accordance with their (or their affiliates') pro rata shares of the Total Commitments under and as defined in the Second Lien Bridge Facilities Agreement.

1.3 All fees payable hereunder shall be payable in pound sterling.

1.4 Notwithstanding anything to the contrary contained in the Original Second Lien Bridge Fee Letter and/or the Second Lien Bridge Facilities Agreement:

- (a) if the Effective Date occurs, no fees shall be payable to the Bridge Arrangers and/or the Bridge Underwriters in connection with the Second Lien Bridge Facility other than the Bridge Commitment Fee and the Bridge Arrangement Fee under this Section 1 (*Revised Second Lien Bridge Facility Fees*); and
- (b) no fees shall be payable under this Section 1 (*Revised Second Lien Bridge Facility Fees*) unless the Acquisition Completion Date occurs.

## 2. **EXPENSES**

- (a) You will reimburse (or procure that another member of the Group reimburses) the Arrangers for all reasonable documented costs and out-of-pocket expenses properly incurred by them in connection with the negotiation and execution of this letter, subject to a cap to be agreed between you and the Arrangers.
- (b) Such portion of the costs and expenses described under Section 2(a) above which relate to reasonable legal expenses of counsel to the Arrangers (as approved by you) shall, on a basis and subject to any cap to be agreed between the Arrangers and you in advance, be reimbursed by you (or another member of the Group as procured by you).

## 3. **PAYMENT**

3.1 Other than as provided above, payment of each of the Bridge Commitment Fee and the Bridge Arrangement Fee (collectively, the **Bridge Fees**) shall, if payable, be made:

- (a) in full, without (and free and clear of any deduction for) set-off or counterclaim;

- (b) in immediately available freely transferable funds to such account or accounts with such bank or banks in London as the Arranger shall notify to the Company by not less than five (5) Business Days; and
  - (c) exclusive of any VAT or other Tax which might be chargeable in connection with it. If any VAT or other Tax (other than any income Taxes of the recipient of the Fees) is chargeable in connection with the Fees, you shall, upon receipt of a valid VAT invoice, pay it at the same time as you pay such Fees.
- 3.2 Except as expressly provided hereunder, each of the Bridge Fees once paid is non-refundable and non-creditable.
- 4. **MISCELLANEOUS**
- 4.1 This letter is a Finance Document under the Second Lien Bridge Facilities Agreement.
- 4.2 The parties to this letter hereby agree that on the Effective Date the Original Second Lien Bridge Fee Letter shall cease to have effect and shall be deemed cancelled in all respects.
- 4.3 This letter sets out the entire agreement between all of the parties as to the Bridge Fees in connection with the commitments entered into in respect of the Second Lien Bridge Facility and supersedes any prior oral and/or written understandings or arrangements among such parties relating to such Bridge Fees in respect of the Second Lien Bridge Facility. Any provision of this letter may only be amended or waived in writing signed by each of the parties hereto.
- 4.4 No party may assign or transfer rights or obligations under this letter without the consent of the other parties, provided that all Bridge Fees under this letter may be retained and/or distributed by the relevant recipient in such manner as it determines in its sole discretion.
- 4.5
  - (a) Except as otherwise expressly provided in this letter, the terms of this letter may be enforced or relied on only by a party to it or such party's successors or permitted assigns and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded.
  - (b) The parties to this letter may, however, at any time, by agreement, rescind the agreement set out herein or amend its terms without the consent of any person who is not a party to this letter.
- 4.6 If a term of this letter becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
  - (a) the legality, validity or enforceability in that jurisdiction of any other term of this letter; or
  - (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this letter.
- 4.7 This letter may be signed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this letter. Delivery of an executed counterpart of a signature page of this letter by facsimile transmission or electronic transmission will be effective as delivery of a manually executed counterpart hereof.

- 4.8 This letter and any non-contractual obligations arising in connection with it are governed by English law.
- 4.9 Each party agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and accordingly submits to the exclusive jurisdiction of the English courts.
- 4.10 Each party further agrees to waive any objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this letter and any non-contractual obligation arising out of or in connection with it and agrees that a judgment or order of an English court in connection with this letter and any non-contractual obligation arising out of or in connection with it is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
- 4.11 Each party agrees that this letter and its contents will be subject to the confidentiality provisions of the Second Lien Bridge Facilities Agreement.

If you agree to the above, please confirm your agreement and acceptance of the terms of this letter by signing, dating and returning this letter to us.

Yours faithfully,

**Bridge Arrangers**

**BARCLAYS BANK PLC**

By:

Address:

Tel No:

Email:

Attention:



**GOLDMAN SACHS BANK USA**

By:

Address:

Tel No:

Email:

Attention:



**NOMURA INTERNATIONAL PLC**

By:

Address:

Tel No:

Email:

Attention



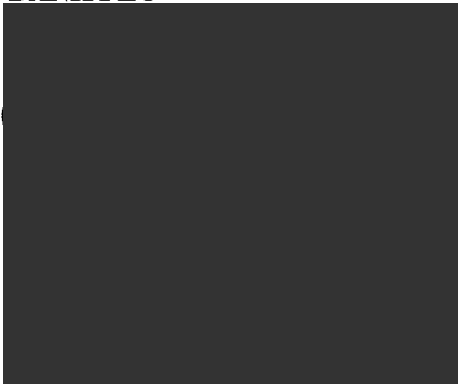
**LLOYDS BANK PLC**

By:

Address:

Email:

Attention:





**Bridge Underwriters**

**BARCLAYS BANK PLC**

By:

Address:

Tel No:

Email:

Attention:

**GOLDMAN SACHS BANK USA**

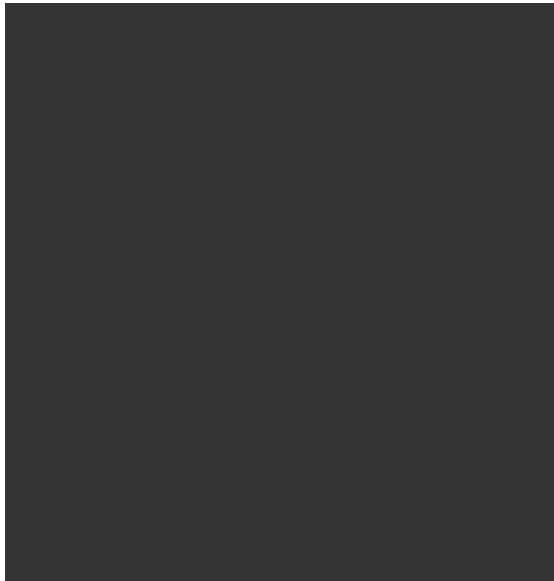
By:

Address:

Tel No:

Email:

Attention:



**NOMURA INTERNATIONAL PLC**

By:

Address:

Tel No:

Email:

Attention:



**DEUTSCHE BANK AG, LONDON BRANCH**

By:

By:

Address:

Email:

Attention:

**LLOYDS BANK PLC**

By:

Address

Email:

Attentio



**Accepted and agreed**

**STONEGATE PUB COMPANY BIDCO LIMITED**

By:

Address:

Fax:

Email:

Attention: