

Mandated Lead Arrangers	Underwriters
The Bank of Nova Scotia	The Bank of Nova Scotia
Merrill Lynch, Pierce, Fenner & Smith Incorporated	Bank of America, N.A.
BNP Paribas Fortis SA/NV	BNP Paribas Fortis SA/NV
Citigroup Global Markets Limited	Citibank NA London
Credit Suisse Securities (USA) LLC	Credit Suisse AG, Cayman Islands Branch
Goldman Sachs Bank USA	Goldman Sachs Bank USA
ING Capital LLC	ING Capital LLC
Royal Bank of Canada	Royal Bank of Canada

Project Coral

Amended and Restated Interim Facility Fee Letter

To: LGE Coral Holdco Limited (“**Finco**”)
 Griffin House
 161 Hammersmith Road
 London
 United Kingdom
 W6 8BS

7 December 2015

For the attention of: Charles Bracken

Strictly Private and Confidential

We refer to the commitment letter dated 16 November 2015 between, amongst others, the parties hereto as amended by amendment letters dated 16 November 2015 and 7 December 2015 (the “**Commitment Letter**”). This Amended and Restated Interim Facility Fee Letter amends and restates and supersedes in its entirety the Interim Facility Fee Letter dated 16 November 2015 entered into between the parties hereto (the “**Original Interim Facility Fee Letter**”) which shall be deemed to be cancelled and of no further effect as at the date of this Amended and Restated Interim Facility Fee Letter.

This letter is the “Interim Facility Fee Letter” referred to in the Commitment Letter. Capitalised terms used in this Amended and Restated Interim Facility Fee Letter, unless otherwise defined below, shall have the meaning given to such terms in the Commitment Letter and/or the Interim Facility Agreement as the context requires.

In this Amended and Restated Interim Facility Fee Letter:

“**Commitments**” means the Commitments under and as defined in the Interim Facility Agreement.

“**Interim Facility Agreement**” means the interim credit facility agreement dated on or around the date of this letter with LGE Coral Holdco Limited as borrower, the agent and the banks and financial institutions, in each case as set out therein, as lenders.

“Interim Facility Commitment Fee” means a fee equal to 0.50% of the undrawn Commitments on each day on which the relevant ticking fee in Clause 1(b) (*Interim Facility Fees*) accrues, calculated based on the number of days elapsed in a 360-day year.

“Signing Date” means the date on which the Interim Facility Agreement is executed by all of the parties thereto.

Notwithstanding that an Affiliate of a Mandated Lead Arranger or an Underwriter may also be a party to this Amended and Restated Interim Facility Fee Letter as a Mandated Lead Arranger or Underwriter, as applicable, a reference in this Amended and Restated Interim Facility Fee Letter to a “Mandated Lead Arranger” or to an “Underwriter” shall be deemed to be a reference to a Mandated Lead Arranger or Underwriter, as applicable, including any of its Affiliates that are also a party to this Amended and Restated Interim Facility Fee Letter. For the avoidance of doubt, no Underwriter's Commitments will be increased by virtue of one of its Affiliates also being a party to this Amended and Restated Interim Facility Fee Letter.

The fees payable under paragraph 1(a) (Interim Facility Fees) shall be apportioned between the Mandated Lead Arrangers and the Underwriters rateably according to each of the Mandated Lead Arrangers and the Underwriters Commitments, as applicable, as at the date of the Commitment Letter as a proportion of the total Commitments as at the date of the Commitment Letter.

1. Interim Facility Fees

As consideration for the commitments of the Underwriters as Lenders under the Interim Facility Agreement, the Borrower agrees to pay (or cause to be paid) to the Underwriters:

- (a) arrangement fees within 5 Business Days of the first utilisation date under the Interim Facility Agreement, in an amount equal to 0.50 per cent. of the aggregate principal amount of the facilities under the Interim Facility Agreement on the Signing Date; and
- (b) a ticking fee on the amount of the Commitments only to the extent that an Underwriter's Commitments exceed its commitments under the Existing RCF, (if any) (but without deducting the amount of its commitments under the Existing RCF to the extent that they are deducted when calculating the ticking fees under Clause 2(b) of the Refinancing Facilities Fee Letter), payable within 5 Business Days of the earlier of (i) the first utilisation date under the Interim Facility Agreement with respect to the accrued ticking fee on the amount utilised and (ii) the cancellation of all or any part of the then outstanding Commitments, in an amount equal to: (i) from and including the date falling 61 Business Days from the Signing Date until and including the date falling 120 Business Days from the Signing Date, 50% of the Interim Facility Commitment Fee; and (ii) thereafter, 100% the Interim Facility Commitment Fee.

2. Payments

All amounts payable under this Amended and Restated Interim Facility Fee Letter shall be payable in accordance with the terms of this Amended and Restated Interim Facility Fee Letter and:

- (a) shall be paid in the currency of invoice or, unless otherwise specified, (in the case of fees payable in respect of Commitments and/or loans) in the currency of the relevant Commitments or loans, as applicable, and in each case in immediately available, freely transferable cleared funds to such account(s) with such bank(s) as the Mandated Lead Arrangers or the Underwriters (as applicable) notifies to Finco;

- (b) must be paid without any deduction or withholding for or on account of tax (a “**Tax Deduction**”) unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due must be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been made if no Tax Deduction had been required; and
- (c) are exclusive of any value added tax or similar charge (“**VAT**”). If VAT is chargeable, Finco must also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT.

3. Patriot Act Notification

Each Mandated Lead Arranger and each Underwriter hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “**Patriot Act**”) as amended from time to time, each Mandated Lead Arranger, each Underwriter and each Lender is required to obtain, verify and record information that identifies the Borrower, which information includes the name, address, tax identification number and other information regarding the Borrower that will allow such Mandated Lead Arranger, Underwriter or Lender to identify the Borrower in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective as to each Mandated Lead Arranger, each Underwriter and each Lender. You hereby acknowledge and agree that each Mandated Lead Arranger and Underwriter shall be permitted to share any or all such information with the Lenders.

4. Entire agreement

- (a) This Amended and Restated Interim Facility Fee Letter and the Commitment Letter set out the entire agreement between Finco, the Mandated Lead Arrangers and the Underwriters as to the subject matter hereof and supersede any prior oral and/or written understandings or arrangements relating to the Facility.
- (b) Any provision of this Amended and Restated Interim Facility Fee Letter may only be amended or waived in writing by Finco, the Mandated Lead Arrangers and the Underwriters.

5. Contracts (Rights of Third Parties) Act 1999

- (a) Unless expressly provided to the contrary in this Amended and Restated Interim Facility Fee Letter, a person who is not a party to this Amended and Restated Interim Facility Fee Letter may not enforce any of its terms under the Contracts (Right of Third Parties) Act 1999.
- (b) Notwithstanding any term of this Amended and Restated Interim Facility Fee Letter, the consent of any person who is not a party to this Amended and Restated Interim Facility Fee Letter is not required to rescind or vary this Amended and Restated Interim Facility Fee Letter at any time.

6. Counterparts

This Amended and Restated Interim Facility Fee Letter may be executed in any number of counterparts. This has the same effect as if the signatories on the counterparts were on a single copy of this Amended and Restated Interim Facility Fee Letter.

7. Severability

If a term of this Amended and Restated Interim Facility Fee Letter is or 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 Amended and Restated Interim Facility Fee Letter; or (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Amended and Restated Interim Facility Fee Letter.

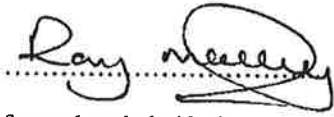
8. Miscellaneous

Finco acknowledges that each or any of, the Security Agent, the Facility Agent, the Mandated Lead Arrangers and the Underwriters may receive a benefit, including without limitation, a discount, credit or other accommodation, from any relevant legal counsel based on the legal fees such legal counsel may receive on account of their relationship with the Agent, the Mandated Lead Arrangers and the Underwriters including, without limitation, fees paid pursuant to the Finance Documents.

9. Governing Law and jurisdiction

- (a) This Amended and Restated Interim Facility Fee Letter (including the agreement constituted by the acknowledgement of its terms by Finco), and any non-contractual obligations arising out of or in connection with this Amended and Restated Interim Facility Fee Letter shall be governed by, and construed in accordance with, English law.
- (b) Each of the parties to this Amended and Restated Interim Facility Fee Letter irrevocably agrees for the benefit of each of the Mandated Lead Arrangers and Underwriters that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Amended and Restated Interim Facility Fee Letter or any non-contractual obligations arising out of or in connection with this Amended and Restated Interim Facility Fee Letter (respectively “**Proceedings**” and “**Disputes**”) and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- (c) Finco irrevocably waives any objection which it might now or hereafter have to Proceedings being brought or Disputes settled in the courts of England and agrees not to claim that any such court is an inconvenient or inappropriate forum.
- (d) Nothing in this paragraph 9 shall (and shall not be construed so as to) limit the right of the Mandated Lead Arrangers and Underwriters or any of them to take Proceedings against Finco in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

Yours faithfully,

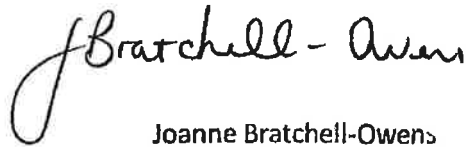


for and on behalf of

The Bank of Nova Scotia

as Mandated Lead Arranger

Rory McCarthy
Director



Joanne Bratchell-Owens
Director

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for and on behalf of

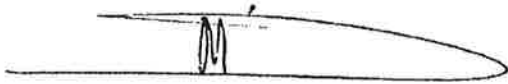
Merrill Lynch, Pierce, Fenner & Smith Incorporated

as Mandated Lead Arranger

Matt Lynn

Managing Director

(Signature Page to Amended and Restated Interim Facilities Fee Letter)



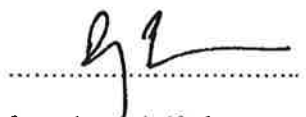
.....
for and on behalf of **FRANÇOIS ARTIGNAN**
Head of Media & Telecom Finance

BNP Paribas Fortis SA/NV
as Mandated Lead Arranger



Xavier D'HARVENG
Head of Financing Solutions EMEA
Corporate & Institutional Banking

(Signature Page to Amended and Restated Interim Facilities Fee Letter)




for and on behalf of

Citigroup Global Markets Limited

as Mandated Lead Arranger

Richard Basham
Managing Director

(Signature Page to Amended and Restated Interim Facilities Fee Letter)


.....
JEFFREY B MURPHY
for and on behalf of MANAGING DIRECTOR

Credit Suisse Securities (USA) LLC

as Mandated Lead Arranger and in its other capacities as party to the Original Interim Facility Fee Letter

(Signature Page to Amended and Restated Interim Facilities Fee Letter)



for and on behalf of
Goldman Sachs Bank USA
as Mandated Lead Arranger

(Signature Page to Amended and Restated Interim Facilities Fee Letter)



Valtin Galliani

for and on behalf of

ING Capital LLC

as Mandated Lead Arranger



Stephen Nettler

for and on behalf of

ING Capital LLC

as Mandated Lead Arranger

(Signature Page to Amended and Restated Interim Facilities Fee Letter)

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for and on behalf of

Royal Bank of Canada

as Mandated Lead Arranger

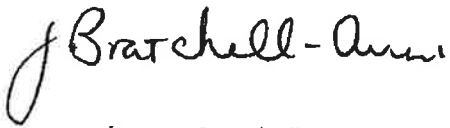
(Signature Page to Amended and Restated Interim Facilities Fee Letter)


for and on behalf of

The Bank of Nova Scotia


as Underwriter

Ray McCarthy
Director



Joanne Bratchell-Owens
Director

(Signature Page to Amended and Restated Interim Facilities Fee Letter)


.....
for and on behalf of

Bank of America, N.A.

as Underwriter

Toby Ali

Managing Director



FRANÇOIS ARTIGNAN
Head of Media & Telecom Finance

for and on behalf of

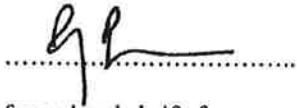
BNP Paribas Fortis SA/NV

as Underwriter



Xavier D'HARVENG
Head of Financing Solutions EMEA
Corporate & Institutional Banking

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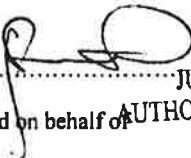
for and on behalf of

Citibank NA London

as Underwriter

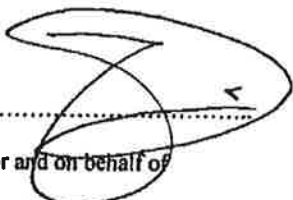
**Richard Basham
Managing Director**

(Signature Page to Amended and Restated Interim Facilities Fee Letter)


..... JUDITH SMITH
for and on behalf of AUTHORIZED SIGNATORY
Credit Suisse AG, Cayman Islands Branch
as Underwriter


Karim Rahimtoola
Authorized Signatory

(Signature Page to Amended and Restated Interim Facilities Fee Letter)



for and on behalf of
Goldman Sachs Bank USA
as Underwriter

(Signature Page to Amended and Restated Interim Facilities Fee Letter)



Vaitin Gallani

for and on behalf of

ING Capital LLC

as Underwriter



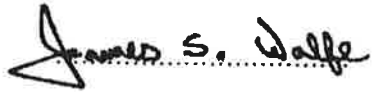
Stephen Nettler

for and on behalf of

ING Capital LLC

as Underwriter

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for and on behalf of

Royal Bank of Canada

as Underwriter

(Signature Page to Amended and Restated Interim Facilities Fee Letter)

We acknowledge and agree to the above



..... JEREMY EVANS
for and on behalf of

LGE CORAL HOLDCO LIMITED

By: