

## EXECUTION VERSION

The Bank of Nova Scotia  
Bank of America, N.A.  
BNP Paribas Fortis SA/NV  
Citibank NA London  
Credit Suisse AG, Cayman Islands Branch  
Goldman Sachs Bank USA  
ING Capital LLC  
Royal Bank of Canada,

as the Underwriters (as defined below)

7 December 2015

### Project Coral

### Fronting Letter

Re: Refinancing Facilities Agreement (as defined below)

Ladies and Gentlemen:

Reference is made to: (i) the commitment letter dated 16 November 2015 as amended by amendment letters dated 16 November 2015 and 7 December 2015 and made between, amongst others, LGE Coral Holdco Limited and the addressees hereto (the “*Underwriters*”) (the “*Commitment Letter*”) whereby the Underwriters have offered to arrange and underwrite a term loan (“*Term Loan B1 Facility*”) in an aggregate amount of \$440,000,000 and a term loan (“*Term Loan B2 Facility* and, together with the Term Loan B1 Facility, the “*Term Facilities*”) in an aggregate minimum amount of \$360,000,000, to be made available to the Term Facility Borrowers as Dollar denominated facilities under the Refinancing Facilities Agreement (as defined in the Commitment Letter) and (ii) the Term Sheet referred to in the Commitment Letter.

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Commitment Letter or the Term Sheet, as applicable. In this letter:

**Make Whole Amount** means the amount equal to the difference between par and the Trading Price (expressed as a percentage) multiplied by the Agent Funding Shortfall Amount (as defined below) so transferred, as specified in the relevant Deemed Transfer Notice (as defined below).

**Trading Price** means, in respect of any Agent Funding Shortfall Amount, the amount (expressed as a percentage) notified by the Agent to the relevant Defaulting Lender as being the bid price at which the Agent is able to sell the Agent Funding Shortfall Amount pursuant to one or more secondary trades, as determined by the Agent (acting reasonably) on or around the date of the relevant Deemed Transfer Notice.

On the terms and conditions set forth in the Commitment Letter, each Underwriter committed to provide the percentages set forth in paragraphs 5(b) and (c) (Underwriting and Commitment Proportions) of the Commitment Letter (such percentages as to such Underwriter, the “*Relevant Percentage*”) of the entire principal amount of each Term Facility. As at the date of this letter, the Refinancing Facilities

Agreement has not yet been entered into in accordance with the terms of the Commitment Letter and the full amount of the Term Facilities remains undrawn (such amount, plus any undrawn amounts which the Underwriters may commit to provide pursuant to any amendment to the Refinancing Facilities Agreement to account for any original issue discount or upfront fees in respect of the Term Facilities payable under the Refinancing Facilities Fee Letter, as amended and restated from time to time, the “**Undrawn Amounts**”).

The obligations of each Underwriter under this letter agreement are several. No Underwriter is responsible for the obligations of any other Underwriter.

Section 1. Agent Funding.

(A) As an accommodation to the Underwriters, The Bank of Nova Scotia (together with any of its lending affiliates, the “**Agent**”) hereby agrees to fund the Undrawn Amounts on the date specified in any relevant utilisation request delivered under the Refinancing Facilities Agreement.

(B) In consideration of the Agent agreeing to fund the Undrawn Amounts, each Underwriter, on behalf of itself and its lending affiliate (such an affiliate of an Underwriter being referred to herein as the “**Lending Affiliate**” of such Underwriter) hereby irrevocably and unconditionally agrees that where any investor (the “**Defaulting Lender**”) fails to fund the Agent for all or part of its commitment for an Undrawn Amount and the Agent funds that amount less any OID Fees (as defined in the Refinancing Facilities Fee Letter, as amended and restated from time to time) (the “**Agent Funding Shortfall Amount**”) in accordance with a duly completed utilisation request delivered under the Refinancing Facilities Agreement, on the date (the “**Agent Purchase Date**”) falling three Business Days after the date on which the Agent notifies the Underwriters that it (or any of its Affiliates) has become a Lender under the Refinancing Facilities Agreement in respect of the commitments relating to the Agent Funding Shortfall Amount (such notice being the “**Deemed Transfer Notice**”), each Underwriter (or its Lending Affiliate) shall purchase, on the Agent Purchase Date, its Relevant Percentage of the commitments relating to the Agent Funding Shortfall Amount in each case at a price equal to par (less (i) any OID Fees and (ii) any Make Whole Amount actually received by the Agent from the relevant Defaulting Lender pursuant to the Refinancing Facilities Agreement on or prior to the Agent Purchase Date) (the “**Purchase Price**”). For the avoidance of doubt, the Agent (or its relevant Affiliate) is entitled to all interest and fees (if any) accrued on the Agent Funding Shortfall Amount up to but excluding the Agent Purchase Date, and each Underwriter is entitled to all interest and fees (if any) accrued on the portion of the Agent Funding Shortfall Amount purchased by it on and from the Agent Purchase Date, in each case at the rate specified in the Refinancing Facilities Agreement. Each such purchase (each an “**Agent Purchase**”) shall be deemed to have been effected pursuant to and in accordance with the section entitled “Assignments and Transfers” of the Term Sheet as implemented by the corresponding transfer by lender and procedure for transfer clauses of the Refinancing Facilities Agreement and the parties thereto shall execute an assignment and assumption or equivalent documentation as required by such clauses, but such Agent Purchase shall not be subject to any preconditions or recordation or processing fees set forth therein and shall be without representation or warranty by or recourse to the Agent (or its relevant Affiliate). Each Agent Purchase shall be effected regardless of the occurrence and continuance of any default or event of default. All amounts paid hereunder shall be made by wire transfer to an account specified by the Agent (or its relevant Affiliate) in immediately available funds without set-off, counterclaim or other deduction. Such Agent Purchase shall not be subject to any preconditions or recordation or processing fees set forth therein and shall be without representation or warranty by or recourse to the Agent (or its relevant Affiliate) except as otherwise provided for in the relevant assignment and assumption.

Section 2. Assignment. In the event that the Agent transfers any commitments relating to the Agent Funding Shortfall Amount to the Underwriters pursuant to Section 1, and in consideration of the

Agent receiving the Purchase Price, the Agent hereby assigns to each such Underwriter its Relevant Percentage of any Make Whole Amount that is payable to the Agent by any Defaulting Lender pursuant to the Refinancing Facilities Agreement and that has not been received by the Agent on or before the Agent Purchase Date.

Section 3. No Amendments; Confirmation. The agreements contained herein shall not constitute, and are not intended to be, an amendment to the Commitment Letter or the Term Sheet, and all provisions of the Commitment Letter and the Term Sheet are and shall remain in full force and effect.

Section 4. Confidentiality. This letter agreement and any written communications or oral discussions in connection herewith may not be disclosed by any party hereto without the prior written consent of the other parties hereto; provided that each party hereby consents to each other party's disclosure of this letter agreement and such communications or discussions (a) to Finco, each Term Loan Borrower and to the affiliates of Finco, each Term Loan Borrower any party hereto on a confidential basis and to any of their (or any of their affiliates') officers, directors, employees, members, partners, attorneys, accountants, agents and advisors on a confidential and need-to-know basis, (b) in connection with any action or proceeding relating hereto or as required by applicable law or compulsory legal process (in which case such disclosing party agrees to inform the other party promptly thereof to the extent not prohibited by law), (c) in connection with any request by any regulatory authority (including any self-regulatory organization) having jurisdiction or claiming to have jurisdiction over such party or its affiliates, (d) to the extent such information is or becomes publicly available other than by reason of improper disclosure by such party or (e) to the extent such information is received from a third party that is not known by the party hereto to be in violation of such third party's confidentiality obligations. The confidentiality provisions set forth in this Section 4 shall terminate on the first anniversary of the date hereof.

Section 5. Amendments

No amendments shall be made to Section 1(A), Section 4, this Section 5, Section 6 and Section 7 of this letter agreement without the prior written consent of each Term Loan Borrower and Finco and each party hereto (such consent not to be unreasonably withheld).

Section 6. Third Party Rights

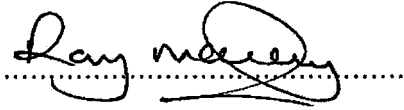
Each Term Loan Borrower and Finco have the right to enforce the terms of Section 1(A), Section 4, Section 5, this Section 6 and Section 7 of this letter agreement as if it were party hereto.

Section 7. Governing Law; Counterparts; etc. This letter agreement and any non-contractual obligations arising out of or in connection with this letter agreement shall be governed by and construed in accordance with English law. Each party hereto hereby submits to the jurisdiction of the English courts for the purpose of hearing and determining any dispute arising out of this letter agreement. This letter agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts shall be an original, but all of which shall together constitute one and the same instrument. This letter agreement may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof. The terms and conditions of this letter agreement may be modified only in writing signed by each of the parties hereto. Except as expressly provided to the contrary in this letter, a person who is not a party to this letter agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. Except as expressly provided to the contrary in this letter, the consent of any person who is not a party to this letter agreement is not required to rescind or amend this letter agreement at any time. Except as expressly set forth herein, this letter agreement shall not give rise to any claim that any Underwriter, any Lending Affiliate or any of

their respective affiliates is obligated to fund any portion of the Term Facilities or provide any other financing to the Term Facility Borrowers or any of their respective affiliates in connection with the Refinancing Facilities Agreement or otherwise.

*[Remainder of page intentionally left blank.]*

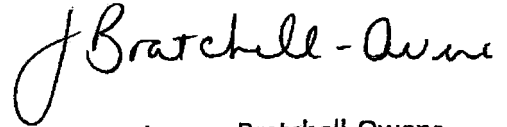
Very truly yours,

A handwritten signature in cursive script, appearing to read "Rory McCarthy", written over a horizontal dotted line.

For and on behalf of

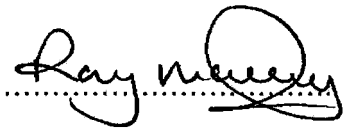
The Bank of Nova Scotia as Administrative Agent

Rory McCarthy  
Director

A handwritten signature in cursive script, appearing to read "Joanne Bratchell-Owens".

Joanne Bratchell-Owens  
Director

## **Signature Pages**

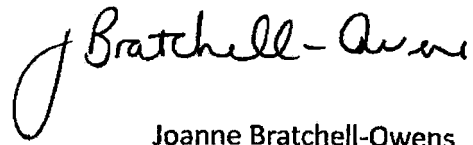


For and on behalf of

**The Bank of Nova Scotia**

as Underwriter

BY: **Rory McCarthy**  
**Director**



**Joanne Bratchell-Owens**  
**Director**



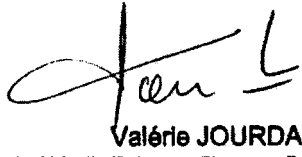
.....  
For and on behalf of

**Bank of America, N.A.**

as Underwriter

BY: Toby Ali  
Managing Director





**Valérie JOURDAN**

**Head of Media Telecom Finance, Paris and Brussels**

For and on behalf of

**BNP Paribas Fortis SA/NV**

as Underwriter

BY:

  
.....

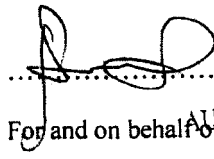
For and on behalf of

**Citibank NA London**

as Underwriter

BY:


**Richard Basham  
Managing Director**

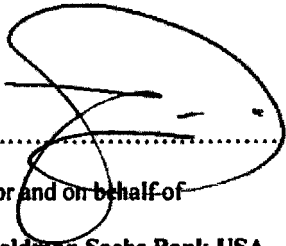
  
..... JUDITH SMITH  
For and on behalf of AUTHORIZED SIGNATORY

**Credit Suisse AG, Cayman Islands Branch**

as Underwriter

BY:

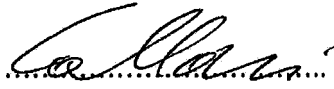
  
**Karim Rahimtoola**  
**Authorized Signatory**



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For and on behalf of  
**Goldman Sachs Bank USA**  
as Underwriter

BY:



For and on behalf of

**ING Capital LLC**

as Underwriter

BY: Valtin Gallani



For and on behalf of

**ING Capital LLC**

as Underwriter

BY: Stephen Nettler

.....

For and on behalf of

**Royal Bank of Canada**

as Underwriter

BY:

  
**STEVE SHIRREFFS**  
**DIRECTOR**  
**AUTHORIZED SIGNATORY**

Agreed and Accepted,  
this 7 day of December, 2015

**Annex 1 to Funding Letter**

**Term Loan B1 Relevant Percentages**

<u>Arranger</u>	<u>Relevant Percentage (%)</u>
The Bank of Nova Scotia	16
Bank of America, N.A.	16
Goldman Sachs Bank USA	16
BNP Paribas Fortis SA/NV	12
Credit Suisse AG, Cayman Islands Branch	10
Citibank NA London	10
ING Capital LLC	10
Royal Bank of Canada	10

**Term Loan B2 Relevant Percentages**

<u>Arranger</u>	<u>Relevant Percentage (%)</u>
The Bank of Nova Scotia	16
Bank of America, N.A.	16
Goldman Sachs Bank USA	16
BNP Paribas Fortis SA/NV	12
Credit Suisse AG, Cayman Islands Branch	10
Citibank NA London	10
ING Capital LLC	10
Royal Bank of Canada	10