

DEUTSCHE BANK AG NEW YORK BRANCH
345 Park Avenue
New York, New York 10154

August 2, 2018

Mr. E. Stanley Kroenke
The address of Mr. E. Stanley Kroenke
as notified to Deutsche Bank AG New York Branch
prior to the date of this Fee Letter

CONFIDENTIAL

Project Eiger
£557,000,000 Bridge Facility
Fee Letter

Mr. E. Stanley Kroenke:

You (the “Borrower” or “you”) have advised Deutsche Bank AG New York Branch (“DB”, “we” or “us”) that you intend to consummate transactions (collectively, the “Transactions”) pursuant to which you (indirectly through KSE) will acquire outstanding shares of a certain issuer previously identified to us (the “Issuer”) through the establishment (and initial extension of credit under) a new £557,000,000 million bridge facility (the “Facility”). Terms not defined herein shall have the meaning given in the Credit Documentation (as defined below).

It is understood and agreed that this Fee Letter is neither an express nor an implied commitment by, and there shall be no obligation of, DB or any of its respective affiliates to provide any financing or to provide or underwrite or participate in any loans or other financing in connection with the Facility or pursuant to this Fee Letter. In connection with any financing in which DB elects to participate, the Borrower and DB shall enter into mutually acceptable definitive documentation (including, but not limited to, a credit agreement and related documentation (the “Credit Documentation”), as applicable, which documentation shall set forth the terms and conditions, including discounts, fees, pricing and other terms and conditions for such financing.

1. Fees.

In the event that DB agrees to provide the Facility, you hereby agree to pay (or cause to be paid) a non-refundable arrangement fee (the "Arrangement Fee") of an amount equal to £5,570,000, the full amount of which fee shall be earned by DB on the Effective Date and due and payable to DB on or prior to August 3, 2018;

All fees payable pursuant to this Section 1 are in addition to and not creditable against any other fee payable to DB and/or any of its respective affiliates (including fees payable pursuant to any other agreements or for acting in any other capacities), (i) are, once paid, not refundable under any circumstances, (ii) are in addition to any cash reimbursement required to be paid to DB pursuant to the Credit Documentation for its reasonable out-of-pocket fees and expenses incurred in respect of the Transactions, (iii) shall be retained and/or distributed by DB in such manner as it determines in its sole discretion, (iv) will not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter, (v) will be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts and (vi) will be paid by wire transfer to Deutsche Bank AG NY Branch, ABA 021001033, F/A/O Loan Dept., Account Number 60200119, to the attention of the PCG-CDG Service Team and with the reference "Project H", in Pounds Sterling and in immediately available funds. You agree that we may, in our sole discretion, share all or a portion of any of the fees payable pursuant to this Fee Letter with any of our affiliates.

2. Confidentiality.

The terms of this Fee Letter are confidential and, except for disclosure to (a) your affiliates, directors, officers, employees, accountants, attorneys, agents and other advisors (to the extent such advisors have been retained by you in connection with the Facility or the Acquisition) on a confidential basis, (b) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case you, to the extent permitted by law, agree to inform us promptly thereof), (c) upon the request or demand of any regulatory authority having jurisdiction over you or any of your affiliates or (d) in connection with any legal action or proceeding, may not be disclosed in whole or in part to any other person or entity without the prior written consent of DB.

3. Miscellaneous

You agree that your obligations under this Fee Letter shall survive the funding of the Facility.

This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. This Fee Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. You may not assign any of your respective rights, or be relieved of any of your respective obligations, under this Fee Letter without our prior written consent, which may be given or withheld in our sole discretion (and any purported assignment without consent, at our sole option, shall be null and void). **THIS FEE**

LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile (or other electronic) transmission shall be effective as delivery of a manually executed counterpart of this Fee Letter. Section headings used herein are for convenience of reference only, are not part of this Fee Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Fee Letter.

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If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us.

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Joshua Frank

Name: Joshua Frank

Title: Director

By: /s/ Thomas Clarke

Name: Thomas Clarke

Title: Managing Director

Accepted and agreed to as of
the date first above written:

E. STANLEY KROENKE

/s/ E. Stanley Kroenke