

Loan Agreement (the Agreement) dated

7

February 2017, between:

- A) **Albany Treasury Limited**, a company incorporated in Guernsey (no. 35687) (the Lender); and
- B) **Staunton Holdings Limited** a company incorporated in Guernsey (no. 62562) (the Borrower)

each a "Party" and together the "Parties"

**1. Loan**

The Lender hereby agrees to extend to the Borrower a loan facility in the amount of up to but not exceeding GBP40,000,000 (forty million British Pounds Sterling only) (the "Loan") as an unsecured loan subject to the terms and conditions of this Agreement and the Borrower acknowledges its indebtedness to the Lender for the same.

**2. Purpose Of The Loan**

The Loan is provided to the Borrower to finance its public cash offer for the entire issued and to be issued share capital of FIH Group plc ("FIH") by way of contractual offer or scheme of arrangement (as the case may be) (the "Offer") under the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers (the "Takeover Code") (including, for the avoidance of doubt, to finance any consideration payable by the Borrower in respect of proposals to be made to those holding share options, awards or other incentives or interests over shares in FIH ("Optionholders"), where such proposals are required by the Takeover Code (the "Option Proposals").

**3. Drawdown**

The Loan is to be drawn down in one instalment as required upon notice given by the Borrower to the Lender being the amount required for the cash consideration of the offer to be made by the Borrower for the entire issued and to be issued share capital of FIH together with the amount required to be paid in respect of the Option Proposals and the Borrower may direct that the instalment is paid into the client account of Fladgate LLP to be held on such terms as the Borrower may agree.

**4. Interest**

Interest is payable at 2% per annum. All interest shall accrue from day to day and be calculated for any period on the basis of the actual number of days elapsed and a 365 day year. Interest shall be payable to the Lender on the date of repayment of the Loan.

**5. Repayment Of Loan**

The Loan is repayable on demand, subject to 60 days' notice to be given by the Lender to the Borrower. The Lender undertakes that repayment shall not be demanded during the certain funds period (i.e. when the offer is still open for acceptance or when consideration is still owing to FIH shareholders in respect of the offer, or to Optionholders) of the bid with a longstop date of 31 August 2017. The Borrower may repay the Loan in whole or in part at any time by giving the Lender five business days' notice.

**6. Default Interest**

Default interest shall be payable at 8% per annum, which accrues from day to day and calculated on the basis of the actual number of days elapsed and a 365 day year, in respect of the Loan amount remaining unpaid from the day after repayment has been demanded by the Lender.

**7. Change of control**

Any action(s) that may result in a change of control of the Borrower may not be initiated without the prior consent of the Lender.

**8. Documentation**

This Agreement forms the entire agreement between the Parties in respect of the Loan.

**9. Assignment**

The Lender may assign or otherwise transfer or purport to assign or otherwise transfer to any person the whole or any part of the loan. The Borrower may not assign or transfer any part of its obligations under the Agreement without the Lender's prior written consent.

**10. Law**

This Agreement is governed by and shall be construed in accordance with the laws of Guernsey.

signed by a director for and on behalf  
of the Lender

name & capacity

7 February 2017  
date

signed by a director for and on behalf  
of the Borrower

name & capacity

[Signature] February 2017  
date