

**FHolding LTD
Agreement**

7 - 6 - 2013

Ronald W. Burkle Foundation 9130 West Sunset Boulevard
Los Angeles, CA 90069

Gentlemen:

The undersigned ("Transferee") has been transferred 1,000 Ordinary Shares ("Transferred Securities") of FHolding LTD, a company incorporated and registered in England and Wales ("Company") set forth on the signature page below on the terms and conditions set forth below:

1. Transferee represents, warrants and covenants to Company as follows:

(a) Transferee's investment was not solicited by any form of general solicitation or general advertising, including, but not limited to, any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television, radio, or Internet, or in connection with any seminar or meeting to which Transferee was invited by any general solicitation or general advertising.

(b) Transferee acknowledges that the transfer of the Transferred Securities constitutes a high-risk investment and, accordingly, that Transferee may lose Transferee's entire investment in Company. Transferee acknowledges that no market for resale exists for the Transferred Securities, and no such market may ever exist, and Transferee is prepared to bear the risk of Transferee's investment in Company indefinitely.

(c) Transferee acknowledges and agrees that the Transferred Securities have not been registered under the Securities Act of 1933, as amended (the "Act") or the securities laws of any other jurisdiction. Transferee is buying the Transferred Securities for Transferee's own account and without a view to the distribution thereof and understands that Transferee will not be permitted to transfer any of the Transferred Securities, unless they are registered under the Act, or an exemption from such registration is available. In addition, the Transferred Securities are subject to contractual transfer restrictions, set forth in the Company's Shareholders Agreement dated May 10, 2013. Transferee acknowledges that any certificate representing any of the Transferred Securities will bear a legend to such effect and that Company will not register transfer of any of the Transferred Securities, unless Company determines that the conditions for lawful transfer have been satisfied.

(d) Transferee is an accredited investor, as meant by Regulation D under the Act, because (initial appropriate clause):

(i) **For Transferees that are organizations:**

_____ Transferee is a bank, as defined in section 3(a)(2) of the Securities Act, or savings and loan association or other institution, as defined in section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended; an insurance company, as defined in section 2(a)(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company, as defined in section 2(a)(48) of that act; a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, having total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, (x) for which the decision to invest in the Transferred Securities is made by a plan fiduciary, as defined in section 3(21) of such act, that is a bank, savings and loan association, insurance company, or registered investment adviser, (y) that has total assets in excess of \$5,000,000, or (z) if a self-directed plan, for which investment decisions are made solely by persons that are accredited investors;

_____ a private business development company, as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

_____ an organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

_____ a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, for which the decision to invest in the Transferred Securities is being directed by a sophisticated person as described in Securities Act Rule 506(b)(2)(ii); or

 X an entity in which all of the equity owners are accredited investors; or

(ii) **For Transferees that are individuals:**

_____ Transferee's individual net worth or joint net worth with Transferee's spouse, exceeds \$1,000,000 (for purposes of this representation, "net worth" means the excess total of assets at fair market value (including personal and real property, but excluding the fair market value of the primary residence of Transferee and his or her spouse) over total liabilities (excluding any mortgage on the primary residence of Transferee and his or her spouse in an amount up to the fair market value of the residence, but including and mortgage amount in excess of the fair market value of the residence));

_____ Transferee had income of \$200,000, or joint income with Transferee's spouse of \$300,000 in each of the past two years, and Transferee reasonably expects the same income in the current year; or

_____ Transferee is a director or an executive officer of Company.

(e) Transferee has sufficient investment experience, particularly regarding high-risk investments, that Transferee is capable of evaluating the risks of purchasing the Transferred Shares. The Transferred Securities are a suitable investment for Transferee, in which Transferee has been advised by its counsel that Transferee is authorized by law to invest.

(f) Company has delivered or made available to Transferee a copy of this Subscription Agreement, a Deed of Adherence and a copy of the Shareholder Agreement (the "Investor Packet"). Transferee has carefully reviewed and fully understands the information contained in the Investor Packet. Transferee acknowledges that, although Company has included in the Investor Packet information that it believes to be useful in evaluating an investment in Company, Company does not warrant that all information necessary to making such an evaluation is included or that all information contained in the Investor Packet is accurate or complete. Transferee acknowledges that any projections contained in the Investor Packet, although prepared in good faith, based on assumptions Company considered reasonable at the time, do not constitute representations or warranties of Company's future performance, and actual results may differ entirely from those projected. Accordingly, Transferee acknowledges that Transferee has made all independent investigation Transferee considers necessary to make an informed decision to accept the Transferred Securities and that, at a reasonable time before Transferee executed this Agreement, Company gave Transferee an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of Transferred Securities and to obtain additional information necessary to verify the accuracy of the Investor Packet, information contained in the business plan or otherwise furnished by Company and its representatives to Transferee. Transferee shall maintain all information included in the Investor Packet or otherwise furnished by Company to Transferee as contemplated hereby in strict confidence and use such information solely in connection with Transferee's consideration of Transferee's investment in Company. Transferee shall not make any public announcement or issue any press release regarding the subject matter hereof without Company's prior written consent.

(g) Transferee has not received or relied on any investment, legal, or tax advice from Company or any of its management or representatives.

2. Transferee acknowledges that Company is relying on the foregoing representations and warranties in offering the Transferred Securities pursuant to an exemption from the Act and accordingly agrees to indemnify and hold harmless Company from and with respect to any claim, loss, or expense (including attorney's fees and expenses) resulting from any breach of any such representation or warranty. Without limiting the foregoing, Transferee agrees to so indemnify Company respecting any unsuccessful action that Transferee may bring under the Act, the Securities Exchange Act of 1934, or securities law of any other jurisdiction.

3. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Delaware, without regard to choice or conflicts of laws principles that would result in the application of the substantive laws of any other jurisdiction.


4. Any notice authorized or required to be given hereunder shall be in writing and deemed given or made, if by hand or courier service by 4:00 P.M. (Pacific time) on a business day, addressee's day and time, on the date of delivery, and otherwise on the first business day after such delivery; if by fax, on the date that transmission is confirmed electronically, if by 4:00 P.M. (Pacific time) on a business day, addressee's day and time, and otherwise on the first business day after the date of such confirmation; or five days after mailing by certified or registered mail, return receipt requested; and sent to Company at the address above or to Transferee as set forth below.

[Signature Page Follows]

<i>Number of Ordinary Shares (Transferred Securities)</i>	X	<i>Price Per Unit</i>	=	<i>Total Transfer Price</i>
1,000		£1		£1

Very truly yours,

Ronald W. Burkle Foundation

Signed: 

Name: Robert P. Bermingham

Title: Vice President

Name: Ronald W. Burkle Foundation

Fax: 310/789-1791

Address: 9130 West Sunset Blvd.
Los Angeles, CA 90069

email: legal@yucaipaco.com

Telephone: 310/228-2894

TIN: 95-4664750

FHolding LTD

hereby accepts the above subscription, as to

1,000 Ordinary Shares

By: 

Name: RAFFAELLO FOURNIER
Title: PRESIDENT