

**AGENCY FEE LETTER**

From: Citibank Japan Ltd. as Agent

To: Brother Industries, Ltd. (the "**Borrower**")

Date: 10 March 2015

Dear Sirs

**£1,073,000,000 Facility Agreement dated 10 March 2015 (as amended and/or supplemented from time to time, the "Facility Agreement") between, among others, Brother Industries, Ltd. as borrower and Citibank Japan Ltd. as agent**

1. We refer to the Facility Agreement. Unless otherwise defined in this letter, terms and expressions defined in or construed for the purposes of the Facility Agreement shall have the same meaning in this letter.
2. This is a Fee Letter and is a Finance Document for the purposes of the Facility Agreement. The purpose of this letter is to record our agreement as to the agency fee payable by the Borrower pursuant to clause 12.3 (*Agency fee*) of the Facility Agreement.
3. The Borrower hereby agrees to pay to the Agent (for its own account) an annual agency fee (the "**Agency Fee**") in the amount of ¥ 2,500,000 (plus applicable consumption tax) per annum, which shall be paid annually in advance.
4. The Agency Fee is payable on:
  - (a) the first Utilisation Date to occur pursuant to the Facility Agreement; and
  - (b) on each anniversary of the first Utilisation Date to occur pursuant to the Facility Agreement (or if such day is not a Business Day, the immediately preceding Business Day) until the time when all outstanding amounts under the Facility Agreement have been repaid or irrevocably cancelled in full and no Commitment (or commitment represented hereby) is outstanding.

For the avoidance of doubt, the Agency Fee is not payable if the first Utilisation Date does not occur.

5. The Agency Fee shall be payable in yen in full without any set-off, deduction or withholding of any kind and shall be paid in immediately available, freely transferable, cleared funds to the account set out below:

*Beneficiary Bank:* Citibank Japan Ltd.

*Beneficiary Account Name:* Citibank Japan Ltd.

*Beneficiary Account Type:* Betsudan or Sonota

*Beneficiary A/C No.:* 9998910 or 9998910002

*Attention:* *Middle Office*

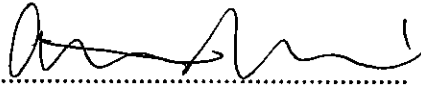
*Reference:* Jewel

or such other account as the Agent may from time to time notify the Borrower in writing.

6. None of the fees payable or paid under this letter shall be refundable under any circumstance.
7. The Borrower may not assign or transfer any of its rights or obligations under this letter. The Agent may assign its rights under this letter to any successor Agent appointed in accordance with the Facility Agreement.
8. This letter may only be amended (and the provisions hereof may only be waived) by agreement in writing among all of the parties hereto.
9. This letter may be executed in any number of counterparts, and this has the same effect as if the signatures on such counterparts were on a single copy of this letter.
10. The agreement constituted by this letter and the Borrower's acceptance thereof shall be governed by and construed in accordance with Japanese law.
11. Clauses 1.2 (*Construction*), 1.3 (*Currency symbols and definitions*), 9.3 (*Default interest*), 13.3 (*Tax indemnity*), 27 (*Payment Mechanics*), 28 (*Set-off*), 29 (*Notices*), 31 (*Partial Invalidity*), 32 (*Remedies and Waivers*) and 38 (*Enforcement*) of the Facility Agreement shall apply to this letter as if they had been set out in full herein *mutatis mutandis* and as if any reference therein to "this Agreement" or any Finance Document included a reference to this letter.

Please kindly signify the Borrower's agreement to the above by signing and returning to us a copy of this letter.

Yours faithfully



For and on behalf of  
**Citibank Japan Ltd.**  
as Agent

Name: Atsuko Inukai

Title: Vice President

We agree to and accept the terms of the above letter.

A handwritten signature in black ink, appearing to read "A. Park", written over a horizontal dotted line.

For and on behalf of  
**Brother Industries, Ltd.**