



Pace plc
Salts Mill
Victoria Road
Saltaire
West Yorkshire BD18 3LF

15 June 2015

Dear Sirs:

Fee arrangements in relation services provided by Ernst & Young LLP ("EY")

We understand that you intend to engage EY to provide advice on the conversion of the consolidated financial statements of Pace plc ("Pace") for the year ended and quarter ended December 31, 2014 from International Financial Reporting Standards ("IFRS") to US generally accepted accounting principles ("US GAAP") and that you also intend to engage EY to provide advice on the conversion of the consolidated financial statements of Pace for the 6 months ended 30 June 2015 from IFRS to US GAAP (all such services, the "Services").

In consideration of your agreeing to engage EY to provide the Services, we hereby irrevocably and unconditionally undertake, on presentation to us of a copy of a valid invoice (or invoices) from EY in respect of fees incurred and payable by Pace to EY for the Services, to reimburse Pace in an amount in US dollars equal to the amount set out in such invoice(s) (in relation to each invoice, such amount being the "Reimbursement Amount"). Within 10 business days of receipt by us of a copy of the relevant invoice, we shall transfer the relevant Reimbursement Amount to an account nominated to us by you in writing. Notwithstanding the foregoing, in the event ARRIS reasonably disputes any amount set forth in an invoice, Pace will provide reasonable cooperation to ARRIS to assist ARRIS in resolving the disputed amount with EY; provided that any such dispute shall not limit Pace's right to receive the full Reimbursement Amount from ARRIS in the event such dispute is not resolved.



This letter may be executed in two counterparts, each of which when executed shall constitute a duplicate original, but both counterparts shall together constitute the one letter. This letter shall be governed by and construed in accordance with English law and you irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter.

Yours faithfully,

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

ARRIS Group, Inc.
Name: Patrick Macken
Title: SVP, General Counsel

We acknowledge the terms of this letter.

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

Pace plc
Name: ANTHONY DIXON
Title: GENERAL COUNSEL
17 June 2015