

To: Sherwood Parentco Limited (the **Parent**)

Attention: The Directors

March 31, 2021

Dear Sirs,

**Project Sherwood – Senior Secured Bridge Facilities Fee Letter**

We refer to the commitment letter dated the date hereof (the **Commitment Letter**) from certain Arrangers and Underwriters to you, regarding proposed Senior Secured Bridge Facilities to be provided by the Underwriters described therein. Capitalized terms used herein without definitions have the meanings assigned to them in the Commitment Letter and/or the Senior Secured Bridge Facilities Term Sheet in Appendix C thereto. This is the Senior Secured Bridge Facilities Fee Letter referred to in the Commitment Letter.

We also refer to the fee letter dated on or about the date hereof in respect of the Interim Facilities (the **Interim Fee Letter**).

The addressee of this letter is referred to herein as **you** or **your**, as appropriate.

1. **SENIOR SECURED BRIDGE FACILITIES FEES**

1.1 In connection with and in consideration of the Arrangers arranging, and the Underwriters underwriting, the Senior Secured Bridge Facilities in the amounts set out in the Commitment Letter, the Parent shall pay, or procure that there is paid:

- (a) whether or not any Senior Secured Bridge Loans are funded on the Closing Date, to the Arrangers a commitment fee (the **Senior Secured Commitment Fee**) in an aggregate amount equal to 1.25% of the Total Commitments under the Senior Secured Bridge Facilities, earned on the date hereof and payable on the Closing Date; *provided* that if no Senior Secured Bridge Loans are funded under the Senior Secured Bridge Facilities, the “Closing Date” will nevertheless be deemed to have occurred on the date of the receipt by you of any financing that replaces the funding of the Senior Secured Bridge Loans in whole or in part, including the issuance of securities;
- (b) to the Arrangers in the event that, and to the extent that, the Senior Secured Borrowers borrow under the Senior Secured Bridge Facilities, a funding fee (the **Senior Secured Funding Fee**) in an aggregate amount equal to 1.25% of the aggregate principal amount of the Senior Secured Bridge Loans actually borrowed, payable at the time of such borrowing (in respect of the Senior Secured Bridge Loans borrowed at such time), *provided* that on a prepayment of all or any portion of the Senior Secured Bridge Facilities within the time periods set forth in Column A below funded with the proceeds of any Senior Secured Permanent Financing (under and as defined in the Engagement Letter (the **Senior Secured Bridge Engagement Letter**) entered into in connection with the Senior Secured

Bridge Facilities (the **Senior Secured Permanent Financing**) in which the Arrangers and/or any of their respective affiliates would be entitled to receive the fees provided for in the Senior Secured Bridge Engagement Letter (or have been offered a role commensurate with their role under the Senior Secured Bridge Engagement Letter and refused to perform such role), the Arrangers agree to reduce any fees payable to the Arrangers and/or any of their respective affiliates in connection with such Senior Secured Permanent Financing (whether by set-off against any fees to be paid under the Senior Secured Bridge Engagement Letter or otherwise) by an amount set forth in Column B below paid to such Arrangers in respect of the relevant Senior Secured Bridge Loans prepaid opposite the relevant time period in Column A:

A	B
From the Closing Date to and including the date falling 45 days thereafter	100% of the Senior Secured Funding Fee
From and including the date falling 46 days after the Closing Date to and including the date falling 90 days after the Closing Date	75% of the Senior Secured Funding Fee
From and including the date falling 91 days after the Closing Date to and including the date falling 180 days after the Closing Date	50% of the Senior Secured Funding Fee
From and including the date falling 181 days after the Closing Date to and including the date falling 270 days after the Closing Date	25% of the Senior Secured Funding Fee
From and including the date falling 271 days after the Closing Date	0% of the Senior Secured Funding Fee

- (c) (i) to the Arrangers if any of the Tranche A loans under the Senior Secured Bridge Facilities remain outstanding on the Senior Secured Conversion Date (as defined in the Senior Secured Bridge Facilities Term Sheet), a rollover fee (the **Tranche A Senior Secured Rollover Fee**) equal to the product of (a) 1.25% and (b) the aggregate principal amount of the Tranche A loans under the Senior Secured Bridge Facilities outstanding on the Senior Secured Conversion Date, earned and payable on the Senior Secured Conversion Date; (ii) to the Arrangers if any of the Tranche B loans under the Senior Secured Bridge Facilities remain outstanding on the Senior Secured Conversion Date (as defined in the Senior Secured Bridge Facilities Term Sheet), a rollover fee (the **Tranche B Senior Secured Rollover Fee**) equal to the product of (a) 1.25% and (b) the aggregate principal amount of the Tranche B loans under the Senior Secured Bridge Facilities outstanding on the Senior Secured Conversion Date, earned and payable on the Senior Secured Conversion Date; and (iii) to the Arrangers if any of the Tranche C loans under the Senior Secured Bridge Facilities remain outstanding on the Senior Secured Conversion Date, a rollover fee (together with the Tranche A Senior Secured Rollover Fee and the Tranche B Senior Secured Rollover Fee, the **Senior Secured Rollover Fees**) equal to the product of (a) 1.25% and (b) the aggregate principal amount of the Tranche C loans under the Senior Secured Bridge Facilities outstanding on the Senior Secured Conversion Date, earned and

payable on the Senior Secured Conversion Date; *provided* that on a prepayment of all or any portion of the Senior Secured Bridge Loans within the time periods set forth in Column A below funded with the proceeds of any Senior Secured Permanent Financing in which the Arrangers and/or any of their respective affiliates would be entitled to receive the fees provided for in the Senior Secured Bridge Engagement Letter (or have been offered a role commensurate with their role under the Senior Secured Bridge Engagement Letter and refused to perform such role), the Arrangers agree to reduce any fees payable to the Arrangers and/or any of their respective affiliates in connection with such Senior Secured Permanent Financing (whether by set-off against any fees to be paid under the Senior Secured Bridge Engagement Letter or otherwise) by an amount set forth in Column B below paid to such Arrangers in respect of the relevant Senior Secured Bridge Loans prepaid opposite the relevant time period in Column A:

A	B
From the Senior Secured Conversion Date to and including the date falling 45 days thereafter	100% of the Senior Secured Rollover Fees
From and including the date falling 46 days after the Senior Secured Conversion Date to and including the date falling 90 days after the Senior Secured Conversion Date	75% of the Senior Secured Rollover Fees
From and including the date falling 91 days after the Senior Secured Conversion Date to and including the date falling 180 days after the Senior Secured Conversion Date	50% of the Senior Secured Rollover Fees
From and including the date falling 181 days after the Senior Secured Conversion Date to and including the date falling 270 days after the Senior Secured Conversion Date	25% of the Senior Secured Rollover Fees
From and including the date falling 271 days after the Senior Secured Conversion Date	0% of the Senior Secured Rollover Fees

and

- (d) to the Facility Agent and the Security Agent under the Senior Secured Bridge Facilities, if the Senior Secured Bridge Loans is funded on the Closing Date, an annual agency fee (the **Senior Secured Agency Fee**) in an amount and at such times to be agreed.

- 1.2 There shall be no double-counting of the fees payable in connection with the Interim Senior Secured Bridge Facilities, on the one hand, and the fees payable in connection with the Senior Secured Bridge Facilities on the other hand, and the Senior Secured Commitment Fee and the Senior Secured Funding Fee will be reduced by the amount of any Interim Senior Secured Bridge Commitment Fee and Interim Senior Secured Bridge Funding Fee (each as defined in the Interim Fee Letter), respectively, paid in accordance with the Interim Fee Letter.

- 1.3 The Senior Secured Fees (as defined herein) shall be allocated to the Arrangers in accordance with their (or their affiliates') pro rata shares of the Total Commitments. Notwithstanding anything to the contrary in this letter or any other Commitment Document, the Parent shall be entitled to appoint (and each of the Arrangers agree to such appointment) up to three (3) institutions or other persons as additional mandated lead arrangers, book-runners, underwriters and/or lenders (each, an **Additional Senior Secured Arranger**) to act with the Arrangers in relation to the Senior Secured Bridge Facilities *provided that* (i) such appointment(s) is made within twenty (20) Business Days (as defined in the Interim Facilities Agreement) of the date of this letter, (ii) the aggregate economic share of the Additional Senior Secured Arrangers does not exceed 20% of the total commitments and economic share in the Debt Facilities, (iii) such allocations are made *pro rata* (or, in the case of the Revolving Facility and the Interim Revolving Facility, at least *pro rata*) across all of the Debt Facilities, and (iv) each Additional Senior Secured Arranger is appointed on terms either substantially the same as, or not more beneficial than, those applicable to the Arrangers originally party to this letter in relation to the Senior Secured Bridge Facilities.
- 1.4 All fees payable under this letter shall be payable in accordance with the currency denomination of the commitments, loans or fees to which such amounts payable relate. All expenses payable under this letter shall be payable in pound sterling.
- 1.5 Notwithstanding anything to the contrary herein, no fees shall be payable under this Section 1 (*Senior Secured Bridge Facilities Fees*) unless the Closing Date occurs.

## 2. **EXPENSES**

- (a) You will reimburse (or procure that one of your subsidiary entities reimburses) the Arrangers for all reasonable documented costs and out-of-pocket expenses properly incurred by them in connection with the negotiation, preparation, printing, execution, syndication and securing of the definitive documentation for the Senior Secured Bridge Facilities, subject to a cap to be agreed between you and the Arrangers.
- (b) Such portion of the costs and expenses described under Section 3(a) above which relate to reasonable legal expenses of counsel to the Arrangers (as approved by you) shall, on a basis and subject to any cap to be agreed between the Arrangers and you in advance, be reimbursed by you (or a subsidiary entity as procured by you).

## 3. **SECURITIES DEMAND**

- 3.1 You agree that at any time (but not more than three times) on or after the date that is 45 days after the Closing Date, and prior to the Senior Secured Initial Maturity Date, after you shall have been afforded the bona fide opportunity to participate in a reasonable marketing period customary for an offering of securities and the completion of such marketing period, including a customary "roadshow" (unless you have not complied with the obligations under Section 3 (*Cooperation*) under the Senior Secured Bridge Engagement Letter, in which case a roadshow shall not be a condition to such notice) upon notice from the original Arrangers together with their affiliates representing a majority of the Total Commitments as of the date of this letter (a **Senior Secured Securities Notice**), the Senior Secured Borrowers will issue the debt securities as specified in such Senior Secured Securities Notice (the **Senior Secured Securities**) and in each case on the terms and conditions set forth in the following provisos; *provided that*:
- (a) the interest rate of such Senior Secured Securities shall be reasonably determined by the Arrangers in light of the then prevailing market conditions for comparable debt securities

in consultation with the Senior Secured Borrowers, but in no event shall (x) the total weighted average effective yield (including Senior Secured OID, based on a three (3) year convention) on such Senior Secured Securities at any time exceed the Senior Secured Total Cap applicable to the relevant tranche of such Senior Secured Securities. The Senior Secured Total Caps shall mean:

- (i) for Senior Secured Securities intended to prepay any Tranche A loan, 5.25 per cent. per annum plus EURIBOR (with a 0% floor) or 5.50 per cent. per annum plus EURIBOR (with a 0% EURIBOR floor) if an offering of securities intended to replace or refinance the Tranche A loans has not been publicly launched by October 1, 2021 (the **Tranche A Senior Secured Total Cap**);
- (ii) for Senior Secured Securities intended to prepay any Tranche B loan, 5.25 per cent. per annum, or 5.50 per cent. per annum if an offering of securities intended to replace or refinance Tranche B has not been publicly launched by October 1, 2021 (the **Tranche B Senior Secured Total Cap**); and
- (iii) for Senior Secured Securities intended to prepay any Tranche C loan, 6.25 per cent. per annum, or 6.50 per cent. per annum if an offering of securities intended to replace or refinance Tranche C has not been publicly launched by October 1, 2021 (the **Tranche C Senior Secured Total Cap**),

in each case, plus 0.25 per cent. per annum for any offering of Senior Secured Securities on or after January 1, 2022, and

(y) any such Senior Secured Securities be issued at a price (prior to payment of initial purchasers' discount and underwriting fees) of less than 98.5% (the discount of such price to par, the **Senior Secured OID**);

- (b) to the extent Senior Secured Securities are issued subject to Senior Secured OID, at your option, additional Senior Secured Securities (in excess of the original amount of the Senior Secured Bridge Facilities) may be issued to ensure the total amount of Senior Secured Securities issued is no less than 100% of the original value prior to the Senior Secured OID and, for the avoidance of doubt, any such additional Senior Secured Securities (in excess of the original amount of the Senior Secured Bridge Facilities) shall be excluded from the calculation of any underwriting commissions or fees payable under the Senior Secured Bridge Engagement Letter;
- (c) the final maturity of any Senior Secured Securities intended to prepay any (i) Tranche A loan shall not be less than six (6) years, and redemption provisions of such Senior Secured Securities shall not be less favorable to the Senior Secured Borrowers than those included in the Tranche A Senior Secured Exchange Notes, (ii) Tranche B loan shall not be less than five (5) years, and redemption provisions of such Senior Secured Securities shall not be less favorable to the Senior Secured Borrowers than those included in the Tranche B Senior Secured Exchange Notes, and (iii) Tranche C loan shall not be less than five (5) years, and redemption provisions of such Senior Secured Securities shall not be less favorable to the Senior Secured Borrowers than those included in the Tranche C Senior Secured Exchange Notes;
- (d) in the event of a Change of Control, the Senior Secured Securities need not be portable;

- (e) any such Senior Secured Securities shall be issued through a Regulation S/Rule 144A private placement with no registration rights (and not a public offering), unless otherwise consented to by you;
- (f) each offering of Senior Secured Securities shall be in respect of a minimum of 20% of the Total Commitments under the Senior Secured Bridge Facilities, and denominated in the same currency as the relevant tranche of the Senior Secured Bridge Facilities intended to be refinanced with the proceeds thereof, unless otherwise consented to by you;
- (g) any such issuance shall be pursuant to a placement agreement and related documents containing terms and conditions consistent with the Senior Secured Exchange Notes and the Precedent Indenture;
- (h) such Senior Secured Securities shall be guaranteed and secured by the same assets that guarantee and secure the Senior Secured Bridge Loans, subject to the terms of the intercreditor agreement and the agreed security principles; and
- (i) at least a majority of the aggregate principal amount of such Senior Secured Securities shall be purchased by investors other than the Arrangers, the Underwriters and their respective affiliates, except Asset Management Affiliates (as defined below); *provided* that this requirement shall not apply if you have not complied with the obligations under Section 3 (*Cooperation*) under the Senior Secured Bridge Engagement Letter;

*provided, further*, that any Senior Secured Securities issued to any Underwriter or an affiliate thereof (other than asset management affiliates, investment funds, proprietary investing or flow trading operations managed and/or operated on a day to day basis separately from the debt arranging and underwriting businesses of the applicable Arranger or which purchase Senior Secured Securities in the ordinary course of their business as part of a regular distribution of the Senior Secured Securities (**Asset Management Affiliates**), and excluding Senior Secured Securities acquired pursuant to bona fide open market purchases from third parties or market making activities (**Repurchased Senior Secured Securities**)) shall be callable and/or subject to redemption at the issue price plus accrued interest (and for the avoidance of doubt, without premium or penalty of any kind) for so long as such Senior Secured Securities are held by them. The redemption provisions of the Senior Secured Securities will provide, if applicable, for non-ratable voluntary redemptions of Senior Secured Securities (other than Repurchased Senior Secured Securities) held by any Underwriter and its affiliates (other than Asset Management Affiliates) at such prices for so long as such Senior Secured Securities are held by them.

- 3.2 In the event that you fail to comply with a Senior Secured Securities Notice within five (5) Business Days after delivery of such Senior Secured Securities Notice (a **Senior Secured Demand Failure Event**) (i) the Senior Secured Rollover Fees, if not previously paid, shall become immediately due and payable, (ii) the interest rate under the applicable Senior Secured Bridge Facilities shall increase to the applicable Senior Secured Total Cap, (iii) the applicable Senior Secured Conversion Date will be deemed to have occurred and (iv) the applicable Senior Secured Extended Loans shall become freely transferable in accordance with the Senior Secured Bridge Facilities. For the avoidance of doubt, a Senior Secured Demand Failure Event shall not constitute a default under the documentation governing the Senior Secured Bridge Facilities and the foregoing items (i) through (iv) shall be the sole remedy in respect thereof.

#### 4. SENIOR SECURED ALTERNATE TRANSACTION FEE

- 4.1 In the event that during the 12-month period commencing on the date hereof, you or any of your affiliates consummate the Acquisition or any similar transaction that results in the acquisition of all or substantially all of the capital stock or assets of the Target (any such transaction, an **Alternate Transaction**), in each case with one or more bank, bridge or other syndicated credit facilities, debt securities or other debt financing provided or arranged by another financial institution substantially in lieu of the Senior Secured Bridge Facilities (the **Alternate Senior Secured Financing**) but excluding, for the avoidance of doubt, any funding provided directly or indirectly by funds managed by TDR Capital LLP, you agree that, unless an Arranger has (i) otherwise terminated the Commitment Letter or the Senior Secured Bridge Facilities or breached its obligations under such agreement or otherwise declined to provide the Senior Secured Bridge Facilities on the terms and conditions of the Senior Secured Bridge Facilities during the Availability Period (as defined in the Interim Facilities Agreement) or (ii) been offered a reasonable opportunity to provide, place, arrange or underwrite one or more Alternate Senior Secured Financings on mutually satisfactory terms and conditions acting in such roles and with not less than the percentage of compensatory economics specified in the Commitment Letter and has breached its obligations or otherwise declined to provide such facilities, then you will pay (or cause to be paid) to such Arranger under the Senior Secured Bridge Facilities its pro rata share of a fee in an aggregate amount equal to 50% (or, if the Senior Secured Bridge Loans have been funded, 100%) of each of the Senior Secured Commitment Fee and the Senior Secured Rollover Fees, as applicable, that would have been payable to the Arranger in respect of the Senior Secured Bridge Facilities if the full amount of the Senior Secured Bridge Loans had remained outstanding on the Senior Secured Conversion Date (the **Senior Secured Alternate Transaction Fee**), earned and payable upon the consummation of such Alternate Transaction, without proof of loss or damages.
- 4.2 For the avoidance of doubt, no other fees set forth in Section 1 (*Senior Secured Bridge Facilities Fees*) shall be payable to the Arrangers in the event that a Senior Secured Alternate Transaction Fee has been paid in accordance with Section 4.1 above or an Interim Alternate Transaction Fee (as defined in the Interim Fee Letter) has been paid in accordance with the Interim Fee Letter, other than any Senior Secured Funding Fee payable under Section 1.1(b) (*Senior Secured Bridge Facilities Fees*), subject to any applicable rebate or reduction in such Senior Secured Funding Fee by an amount set forth in Column B thereof.

#### 5. PAYMENT

- 5.1 Other than as provided above, payments of each of the Senior Secured Commitment Fee, the Senior Secured Funding Fee, the Senior Secured Rollover Fees and the Senior Secured Alternate Transaction Fee (collectively, the **Senior Secured Fees**) and the Senior Secured Agency Fee shall, if payable, be made:
- (a) in full, without (and free and clear of any deduction for) set-off or counterclaim;
  - (b) in immediately available freely transferable funds to such account or accounts with such bank or banks in London as the Arranger shall notify you by not less than five (5) Business Days; and
  - (c) exclusive of any VAT (as defined in the Interim Facilities Agreement) or other Tax (as defined in the Interim Facilities Agreement) which might be chargeable in connection with it. If any VAT or other Tax (other than any income Taxes of the recipient of the Senior Secured Fees) is chargeable in connection with the Senior Secured Fees, you shall, upon

receipt of a valid VAT invoice, pay it at the same time as you pay such Senior Secured Fees.

5.2 Except as expressly provided hereunder, the Senior Secured Fees once paid are non-refundable and non-creditable.

## 6. MISCELLANEOUS

6.1 This letter is a Finance Document under the Commitment Letter.

6.2 This letter sets out the entire agreement between all of the parties as to the Senior Secured Fees (other than the Senior Secured Agency Fee) in connection with the commitments entered into in respect of the Senior Secured Bridge Facilities, and supersedes any prior oral and/or written understandings or arrangements among such parties relating to such Senior Secured Fees in respect of the Senior Secured Bridge Facilities, other than as expressly set out in the Commitment Letter or the Senior Secured Bridge Engagement Letter entered into in connection with the Commitment Letter. Any provision of this letter may only be amended or waived in writing signed by each of the parties hereto.

6.3 You acknowledge that this letter is neither an expressed nor an implied commitment by the Arranger or the Underwriter or any of their affiliates to act in any capacity with respect to the Senior Secured Bridge Facilities or to purchase or place any loans in connection therewith, which commitment, if any, is only set forth in the Commitment Letter.

6.4 No party may assign or transfer rights or obligations under this letter without the consent of the other parties, provided that all Senior Secured Fees under this letter may be retained and/or distributed by the relevant recipient in such manner as it determines in its sole discretion.

6.5 (a) Except as otherwise expressly provided in this letter, the terms of this letter may be enforced or relied on only by a party to it or such party's successors or permitted assigns and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded.

(b) The parties to this letter may, however, at any time, by agreement, rescind the agreement set out herein or amend its terms without the consent of any person who is not a party to this letter.

6.6 If a term of this letter becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other term of this letter; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other term of this letter.

6.7 This letter may be signed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this letter. Delivery of an executed counterpart of a signature page of this letter by facsimile transmission or electronic transmission will be effective as delivery of a manually executed counterparty hereof.

6.8 This letter and any non-contractual obligations arising in connection with it are governed by English law.



- 6.9 Each party agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and accordingly submits to the exclusive jurisdiction of the English courts.
- 6.10 Each party further agrees to waive any objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this letter and any non-contractual obligation arising out of or in connection with it and agrees that a judgment or order of an English court in connection with this letter and any non-contractual obligation arising out of or in connection with it is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
- 6.11 Each party agrees that this letter and its contents will be subject to the confidentiality provisions of the Commitment Letter.

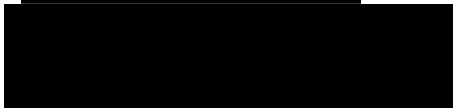
If you agree to the above, please confirm your agreement and acceptance of the terms of this letter by signing, dating and returning this letter to us.

Yours faithfully,

**Arrangers**

**BARCLAYS BANK PLC**

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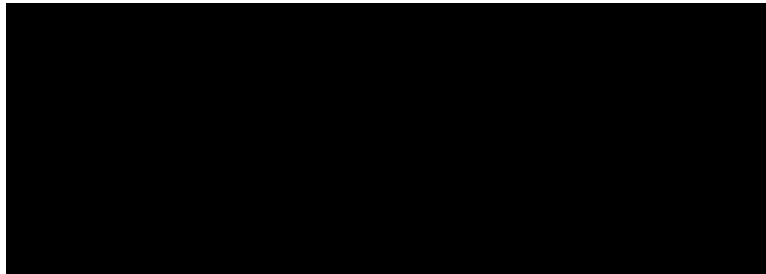


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**J.P. MORGAN SECURITIES PLC**

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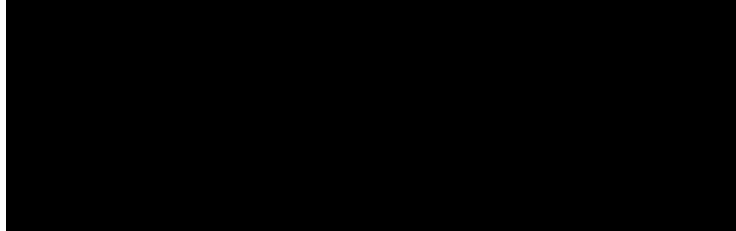


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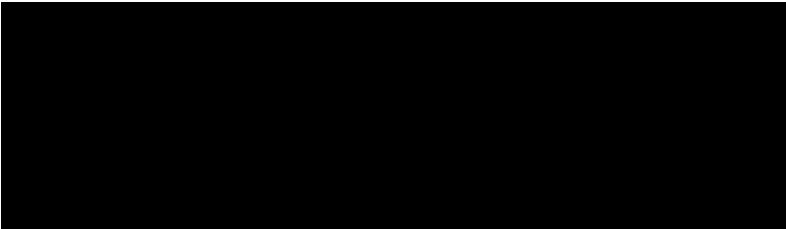
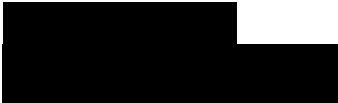
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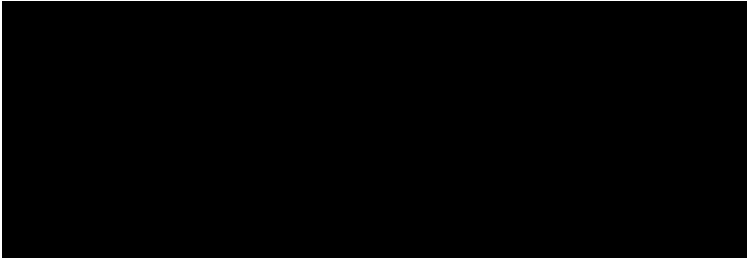


**GOLDMAN SACHS BANK USA**

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**BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY**

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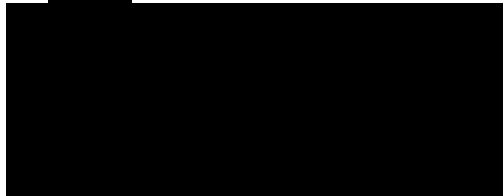
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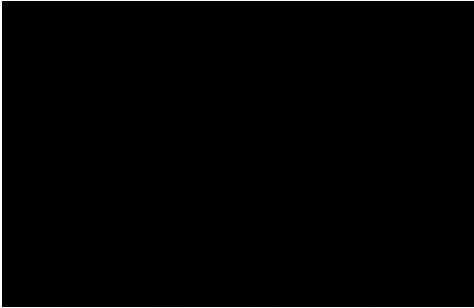
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**DNB (UK) LIMITED**

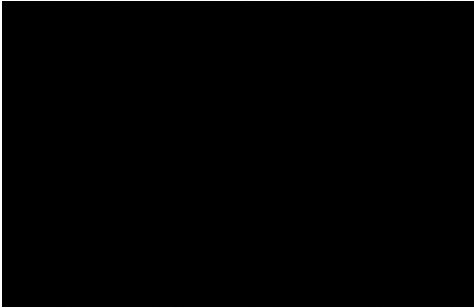
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**HSBC BANK PLC**

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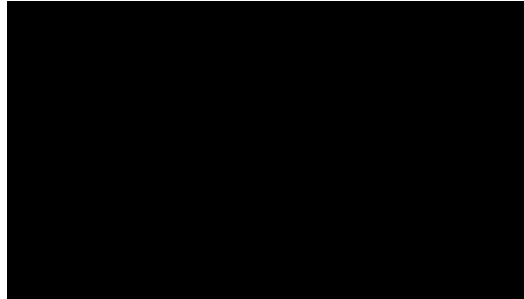


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**LLOYDS BANK PLC**

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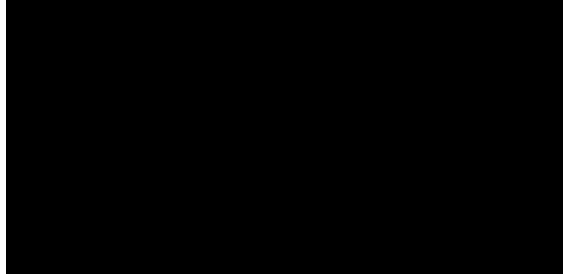


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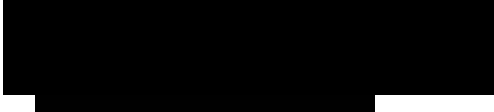




**Underwriters**

**BARCLAYS BANK PLC**

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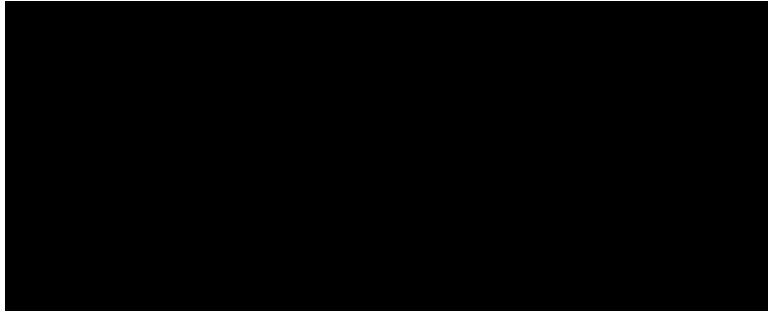


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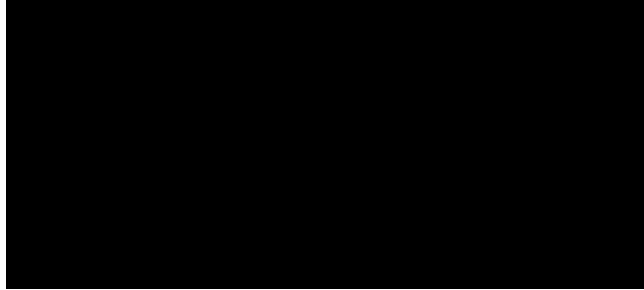


**JPMORGAN CHASE BANK, N.A., LONDON BRANCH**

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**GOLDMAN SACHS BANK USA**

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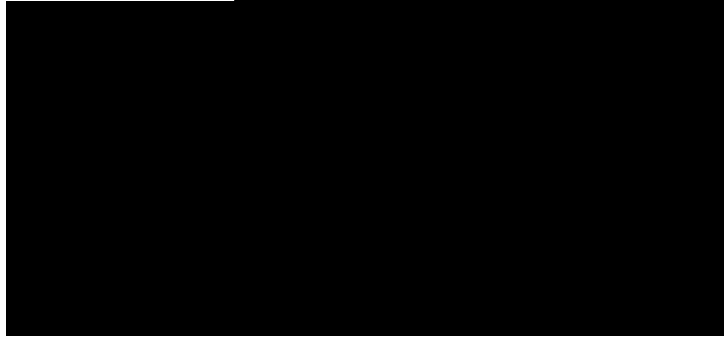


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**Accepted and agreed**

**SHERWOOD PARENTCO LIMITED**

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