

Strictly Private & Confidential

From: Barclays Bank PLC, J.P. Morgan Securities PLC, Goldman Sachs Bank USA, Bank of America Europe Designated Activity Company, DNB (UK) Limited, HSBC Bank plc and Lloyd Bank plc (the **Arrangers**)

Barclays Bank PLC, JPMorgan Chase Bank, N.A., London Branch, Goldman Sachs Bank USA, Bank of America Europe Designated Activity Company, DNB (UK) Limited, HSBC Bank plc and Lloyds Bank plc (the **Underwriters** and together with the Arrangers, the **Credit Parties**)

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

Attention: The Directors

31 March _____, 2021

Dear Sirs,

Project Sherwood – Revolving Facility Fee Letter

We refer to (i) the Revolving Facility as defined in and to be provided pursuant to the commitment letter dated on or about the date hereof from us to you (together with the attached appendices, the **Commitment Letter**), and (ii) the fee letter dated on or about the date hereof in respect of the Interim Facilities (the **Interim Fee Letter**)

This is a Revolving Facility Fee Letter referred to in the Commitment Letter and a Fee Letter under the Revolving Facility Agreement.

Unless a contrary intention appears, a term defined in the Commitment Letter or another Commitment Document (including those incorporated by reference to any Term Sheet but not incorporating any defined terms from the Interim Facilities Agreement unless expressly specified below) has the same meaning when used in this letter.

1. REVOLVING FACILITY ARRANGEMENT FEE

1.1 Provided that the Interim Facilities are not utilised, subject to Clause 2 below, the Parent shall pay (or procure the payment) to the Facility Agent (for the account of the Arrangers) an arrangement and underwriting fee equal to 1.50 per cent. of the aggregate amount of the Revolving Facility commitments held by the Underwriters as at the date of completion of the Acquisition (the **Revolving Facility Arrangement Fee**).

1.2 The Revolving Facility Arrangement Fee shall become due and payable on the date following the Acquisition Completion Date (as defined in the Interim Facilities Agreement) on which the purchase consideration for the Target Shares (as defined in the Interim Facilities Agreement) is paid in accordance with the Acquisition Documents (as defined in the Interim Facilities Agreement) (the **Completion Date**).

1.3 No Revolving Facility Arrangement Fee shall become due and payable unless the Completion Date occurs.

2. PAYMENT

2.1 The Revolving Facility Arrangement Fee is payable in cash in Sterling and in immediately available funds.

2.2 There shall be no double-counting of the fees payable in connection with the Revolving Facility, on the one hand, and the fees payable under the Interim Fee Letter in respect of the Interim Revolving Facility on the other hand. Accordingly, if the Interim Revolving Facility Arrangement Fee (as defined in the Interim Fee Letter) is paid in accordance with the Interim Fee Letter, the Revolving Facility Arrangement Fee shall be deemed to be reduced by the amount of any such Interim Revolving Facility Arrangement Fee so paid.

2.3 The Revolving Facility Arrangement Fee is non-refundable and shall be paid in full, without (and free and clear of any deduction for) set-off or counterclaim.

3. ALTERNATE TRANSACTION FEE

3.1 In the event that during the 12-month period commencing on the date hereof, the Parent or any of its affiliates consummates 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 Revolving Facility (the **Alternate Financing**) but excluding, for the avoidance of doubt, any funding provided directly or indirectly by funds managed by TDR Capital LLP, the Parent agrees that, unless an Arranger has (i) otherwise terminated the Commitment Letter or the Revolving Facility or breached its obligations under such agreement or otherwise declined to provide the Revolving Facility on the terms and conditions of the Revolving Facility 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 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 the Parent will pay (or cause to be paid) to such Arranger under the Revolving Facility its pro rata share of a fee in an aggregate amount equal to 50 per cent. of the Revolving Facility Arrangement Fee that would have been payable to the Arranger in respect of the Revolving Facility if the full amount of the Revolving Facility had been drawn on the Completion Date (the **Alternate Transaction Fee**), earned and payable upon the consummation of such Alternate Transaction, without proof of loss or damages.

3.2 For the avoidance of doubt, no other fees set forth in Clause 1 (*Revolving Facility Arrangement Fee*) shall be payable to the Arrangers in the event that an Alternate Transaction Fee has been paid in accordance with Clause 3.1 above or an Interim Alternate Transaction Fee (as defined in the Interim Fee Letter) has been paid in accordance with the Interim Fee Letter.

4. THIRD PARTY RIGHTS

4.1 Except as expressly stated in this paragraph 4, 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.

4.2 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.

5. **SEVERABILITY**

If a term of this letter becomes illegal, invalid or unenforceable in any jurisdiction, that will neither affect the legality, validity or enforceability of any other term of this letter nor affect the legality, validity or enforceability of that term in any other jurisdiction.

6. **MISCELLANEOUS**

6.1 Each party agrees that this letter and its contents will be subject to the confidentiality provisions of the Commitment Letter and the Revolving Facility Agreement.

6.2 Notwithstanding anything to the contrary in this letter or any other Commitment Document, the Parent shall be entitled to appoint (and each of the Credit Parties agree to such appointment) up to 3 institutions or other persons as additional mandated lead arrangers, bookrunners, underwriters and/or lenders (each an **Additional Credit Party**) to act with the Credit Parties in relation to the Revolving Facility provided that (i) such appointment(s) is made within 20 Business Days of the date of this letter, (ii) the aggregate economic share of the Additional Credit Parties does not exceed 20 per cent. of the total commitments and economic share in the Debt Facilities, (iii) that such allocations are made pro rata (or, in the case of the Revolving Facility and/or the Interim Revolving Facility, at least pro rata) across all of the Debt Facilities, and (iv) each Additional Credit Party is appointed on terms either substantially the same as, or not more beneficial than, those applicable to the Credit Parties originally party to this letter in relation to the Revolving Facility.

7. **COUNTERPARTS**

This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

8. **GOVERNING LAW**

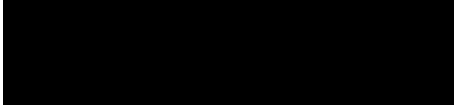
This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with, English law. The courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this letter.

If you are in agreement with the foregoing, please sign and return to the undersigned one copy of this letter.

Yours faithfully

Arrangers

For and on behalf of
BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY



Name: [Redacted]
Title: [Redacted]
Date: 31 March 2021

Arrangers

For and on behalf of
BARCLAYS BANK PLC

[Redacted signature area]

Name:

Title:

Date: 31 March 2021

Arrangers

For and on behalf of
DNB (UK) LIMITED

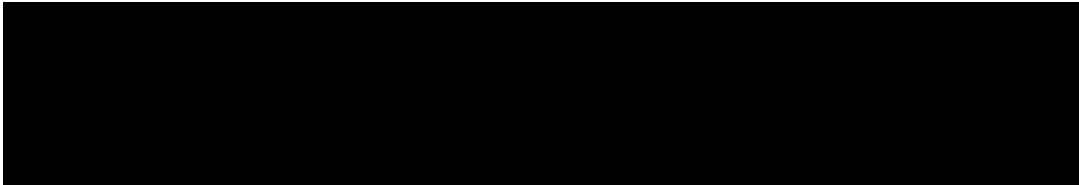
[REDACTED]
Name: [REDACTED]
Title: [REDACTED]

Name: [REDACTED]
Title: [REDACTED]

Date: 31 March 2021

Arrangers

For and on behalf of
GOLDMAN SACHS BANK USA



Title:

Date:

31 March 2021

Arrangers

For and on behalf of
HSBC BANK PLC



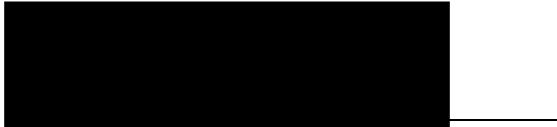
Name: 

Title: 

Date: 31 March 2021

Arrangers

For and on behalf of
J.P. MORGAN SECURITIES PLC



Name:

Title:

Date:

31 March 2021

Arrangers

For and on behalf of
LLOYDS BANK PLC

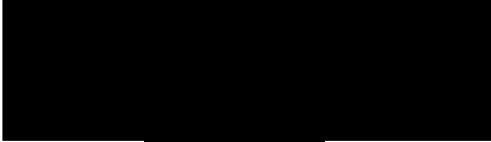


Name: [Redacted]
Title: [Redacted]
Date: 31 March 2021

Underwriters

For and on behalf of

BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY



Name:

Title:

Date: 31 March 2021

Underwriters

For and on behalf of
BARCLAYS BANK PLC



Name:

Title:

Date: 31 March 2021

Underwriters

For and on behalf of
DNB (UK) LIMITED

[Redacted]
Name: [Redacted]
Title: [Redacted]

[Redacted]
Name: [Redacted]
Title: [Redacted]

Date: 31 March 2021

Underwriters

For and on behalf of
GOLDMAN SACHS BANK USA

Title:

Date:

31 March 2021

Underwriters

For and on behalf of
HSBC BANK PLC

[Redacted]

Name

Title:

Date: 31 March 2021

Underwriters

For and on behalf of
JPMORGAN CHASE BANK, N.A., LONDON BRANCH



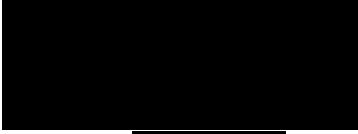
Name: [REDACTED]

Title: [REDACTED]

Date: 31 March 2021

Underwriters

For and on behalf of
LLOYDS BANK PLC



Name: [Redacted]
Title: [Redacted]
Date: 31 March 2021

Accepted and agreed



For and on behalf of
Sherwood Parentco Limited

Date: 31 March 2021