

To: Sherwood Parentco Limited as Obligors' Agent
and the Interim Lenders (each as defined in the
Interim Facilities Agreement)

From: Barclays Bank PLC as Interim Facility Agent
(as defined in the Interim Facilities
Agreement)

31 March 2021

Dear Sirs,

Project Sherwood – Interim CP Satisfaction Letter

1. We refer to the interim facilities agreement dated 31 March 2021 between, among others, Sherwood Acquisitions Limited as the Company, Sherwood Parentco Limited as the Parent, 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 Lloyds Bank plc as Arrangers, Barclays Bank PLC as Interim Facility Agent and Interim Security Agent (the "**Interim Facilities Agreement**").
2. Unless otherwise defined herein, terms defined in the Interim Facilities Agreement shall have the same meaning when used in this letter.
3. We write to you in our capacity as Interim Facility Agent.
4. We refer to clause 3 (*Conditions Precedent to the Interim Facilities*) of the Interim Facilities Agreement and the conditions precedent set out in part 1 (*Conditions Precedent to Signing*) of schedule 5 (*Conditions Precedent*) to the Interim Facilities Agreement (the "**Part 1 CP Schedule**"). This letter confirms that all of the documents and other evidence listed in the Part 1 CP Schedule have been received by the Interim Facility Agent in form and substance satisfactory to it (acting reasonably).
5. We also refer to the conditions precedent set out in part 2 (*Conditions Precedent to First Utilisation*) of schedule 5 (*Conditions Precedent*) to the Interim Facilities Agreement (the "**Part 2 CP Schedule**"). This letter confirms that, the status of the documents and other evidence listed in the Part 2 CP Schedule as at the date of this letter is set out in the Schedule to this letter and each of them shall be deemed satisfied on the basis as set out in the Schedule to this letter. For these purposes "**satisfied**" shall mean to have been received by the Interim Facility Agent in form and substance satisfactory to it (acting reasonably).
6. This letter is given for the sole benefit of the addressees of this letter and may not be relied upon by any other person, except that it may be disclosed without our consent (i) as required by law or regulation or as requested by any regulator or in connection with any actual or potential claim or dispute to which you are party including in connection with judicial or arbitral proceedings, (ii) to the officers, directors, employees, auditors and professional advisers of any addressee and (iii) to any affiliate of any addressee and the officers, directors, employees, auditors and professional advisers of such affiliate, on the basis that such disclosure is made solely to enable any such person to be informed that this letter has been given and to be made aware of its terms but not for the purposes of reliance and on the condition that they agree to

keep such documents and their terms confidential or are in any event subject to confidentiality obligations as a matter of law or professional practice.

7. A person who is not an addressee of this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this letter.
8. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual obligation arising out of or in connection with this letter).

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SCHEDULE

	Reference to Part 2 CP Schedule	Conditions Precedent	Status
1.	1	A copy of the Announcement made in accordance with the Takeover Code (for information purposes only and not required to be in form and substance satisfactory to the Interim Facility Agent and Interim Finance Parties).	Deemed satisfied.
2.	2(a)	<p>If the Acquisition is to be effected by means of a Scheme:</p> <ul style="list-style-type: none"> (i) a copy of the Scheme Court Order; (ii) a copy of the Scheme Circular; and (iii) the Scheme Resolution passed at the Target General Meeting, <p>in each case for information purposes only and not required to be in form and substance satisfactory to the Interim Facility Agent and the Interim Finance Parties.</p>	Deemed satisfied once provided.
3.	2(b)	<p>If the Acquisition is to be effected by means of an Offer:</p> <ul style="list-style-type: none"> (i) a copy of the Offer Press Release; and (ii) a copy of the Offer Documents, <p>in each case for information purposes only and not required to be in form and substance satisfactory to the Interim Facility Agent and the Interim Finance Parties.</p>	Deemed satisfied once provided.
4.	3	The Funds Flow Statement (for information purposes only and not required to be in form and substance satisfactory to the Interim Facility Agent and the Interim Finance Parties provided that it reflects the use of proceeds of the Interim Facilities as provided for in clause 4 of the Interim Facilities Agreement.)	Deemed satisfied. For information purposes only and not required to be in form and substance satisfactory to the Interim Facility Agent and the Interim Finance Parties provided that it reflects the use of proceeds of the Interim Facilities as provided for in clause

			4 of the Interim Facilities Agreement.
5.	4	A certificate from the Parent confirming that on or prior to the First Utilisation Date, the Minimum Equity Requirement is or will be satisfied.	Agreed form and deemed satisfied provided that a signed copy of such certificate is delivered.
6.	5	<p>If the Acquisition is to be effected by means of a Scheme, a certificate from the Parent, executed by an authorised signatory of the Parent, confirming that:</p> <ul style="list-style-type: none"> (i) no Major Default has occurred and is continuing; and (ii) the Scheme Court Order has been delivered to the Registrar of Companies. <p>If the Acquisition is to be effected by means of an Offer, a certificate from the Parent, executed by an authorised signatory of the Parent, confirming that:</p> <ul style="list-style-type: none"> (i) the Offer has been declared unconditional in all respects; and (ii) no Major Default has occurred and is continuing. 	Agreed form and deemed satisfied provided that a signed copy of such certificate is delivered.
7.	6	Evidence that the fees then due from the Parent in respect of the Interim Facilities pursuant to any Fee Letter have been or will be paid on or by the First Utilisation Date (and this condition shall be satisfied by inclusion of such payment in the Funds Flow Statement referred to in item 3 above and/or as a deduction from the proceeds of first Utilisation of the Interim Facilities).	Deemed satisfied provided that such payments are included in the Funds Flow Statement and/or as a deduction from the proceeds of first Utilisation of the Facilities.

Yours faithfully,



For and on behalf of

Barclays Bank PLC as the Interim Facility Agent