

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

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

23 June 2021

Dear Sirs,

**Project Sherwood – Interim CP Satisfaction Letter**

1. We refer to amendment and restatement agreement dated 23 June 2021 between, among others, Sherwood Parentco Limited as the Parent and Obligors' Agent, Sherwood Acquisitions Limited as the Company and Borrower and Barclays Bank PLC as Interim Facility Agent and Interim Security Agent (the "**Amendment and Restatement Agreement**") in connection with, among other things, the amendment and restatement of the interim facilities agreement originally dated 31 March 2021 between, among others, Sherwood Acquisitions Limited as the Company, Sherwood Parentco Limited as the Parent, and Barclays Bank PLC as Interim Facility Agent and Interim Security Agent as amended and restated pursuant to an amendment and restatement agreement dated 29 April 2021 (the "**Interim Facilities Agreement**", and the Interim Facilities Agreement as amended and restated by the Amendment and Restatement Agreement, the "**Restated Interim Facilities Agreement**").
2. Unless otherwise defined herein, terms defined in the Amendment and Restatement Agreement and the Restated 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 2.7 (*Conditions Precedent*) of the Amendment and Restatement Agreement and the conditions precedent set out in Schedule 1 (*Conditions Precedent*) to the Amendment and Restatement Agreement (the "**CP Schedule**"). This letter confirms that all of the documents and other evidence listed in the CP Schedule have been received by the Interim Facility Agent in form and substance satisfactory to it (acting reasonably).
5. 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.

6. 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.
7. 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).

*[Remainder of the page left intentionally blank]*

Yours faithfully,



For and on behalf of

**Barclays Bank PLC** as the Interim Facility Agent